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REPORTS

FROM

COMMITTEES:

ELEVEN VOLUMES.

—(1.)—

AGRICULTURAL CUSTOMS.

Session
1 *February* —— 10 *August* 1866.

VOL. VI.

1866.

REPORTS FROM COMMITTEES:

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ELEVEN VOLUMES.—CONTENTS OF THE

FIRST VOLUME.

N. B.—THE Figures *at the* beginning of the line, *correspond with the* N° *at the foot of each* Report; *and the* Figures *at the* end of the line, *refer to the* MS. Paging *of the Volumes arranged for The House of Commons.*

AGRICULTURAL CUSTOMS:

0.119. REPORT from the Select Committee appointed to inquire into the Law and Custom of different parts of *England* and *Wales*, as between Outgoing and Incoming Tenants, and also as between Landlord and Tenant, in reference to Unexhausted Improvements or Deterioration of Land and Premises occupied for Agricultural Purposes, together with Minutes of Evidence and Index p. 1

REPORT

FROM THE

SELECT COMMITTEE

ON

AGRICULTURAL CUSTOMS;

TOGETHER WITH THE

MINUTES OF EVIDENCE,

AND INDEX.

Ordered, by The House of Commons, *to be Printed,*
3 *July* 1848.
And to be Reprinted 26 *July* 1866.

461.
0.119.

Martis, 29° die Februarii, 1848.

Ordered, THAT a Select Committee be appointed, to inquire into the Law and Custom of different parts of *England* and *Wales*, as between Outgoing and Incoming Tenants, and also as between Landlord and Tenant, in reference to Unexhausted Improvements or Deterioration of Land and Premises occupied for Agricultural Purposes.

Lunæ, 6° die Martii, 1848.

Committee nominated—

- Mr. Pusey.
- Mr. Newdegate.
- Mr. Stafford.
- Mr. Evelyn Denison.
- Mr. Tatton Egerton.
- The Earl of Arundel and Surrey.
- Mr. Henley.
- Mr. Hayter.
- Mr. Bouverie.
- Sir Charles Lemon.
- Mr. William Miles.
- Mr. Colvile.
- Mr. Burroughes.
- Mr. Henry Drummond.
- Sir John Trollope.

Ordered, THAT the Committee have power to send for Persons, Papers, and Records.

Ordered, THAT Five be the Quorum of the said Committee.

Martis, 14° die Martii, 1848.

Ordered, THAT Mr. Miles be discharged from further attendance on the Committee, and that Mr. Moody be added thereto.

Martis, 18° die Aprilis, 1848.

Ordered, THAT Mr. Henry Drummond be discharged from further attendance on the Committee, and that Mr. Sotheron be added thereto.

Lunæ, 3° die Julii, 1848.

Ordered, THAT the Committee have power to Report their Opinion, together with the Minutes of Evidence taken before them, to The House.

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REPORT.

THE SELECT COMMITTEE appointed to inquire into the Law and Custom of different parts of *England* and *Wales*, as between Outgoing and Incoming Tenants, and also as between Landlord and Tenant, in reference to Unexhausted Improvements or Deterioration of Land and Premises occupied for Agricultural Purposes; and who were empowered to report their Opinion, and Minutes of Evidence taken before them, to The House;——HAVE considered the Matters to them referred, and have agreed to the following REPORT:

YOUR Committee find,—

1. That different usages have long prevailed in different counties and districts of the country, conferring a claim to remuneration on an outgoing agricultural tenant, for various operations of husbandry, the ordinary return of which he is precluded from receiving, by the termination of his tenancy.

2. That this claim, which is called Tenant-right, ordinarily extends to one or more of the following objects; to the crop which the outgoing tenant has sown and leaves in the ground; remuneration, for the preparation of the soil for crops by tillage, for the straw, hay, and dung left on the farm, and for growing underwood.

3. That these local usages are imported into leases or agreements for the letting and occupation of land between landlord and tenant, who are presumed to contract with reference to such usages, unless the terms of the agreement, expressly or by implication, negative such a presumption.

4. That in some parts of the country a modern usage has sprung up, which confers a right on the outgoing tenant to be reimbursed certain expenses, incurred by him in cultivation, other than those of ordinary husbandry, above referred to.

5. That among such expenses are included the purchase of food for stock, the purchase of certain kinds of manure, and the draining, chalking, and marling of the soil; the result of all which outlays is, to effect an improvement of the soil, more or less lasting, and requiring more or less time to elapse before the increased productiveness, thereby obtained, reimburses the expenditure incurred.

6. That, except in the districts where this usage prevails, unless by express stipulation, the outgoing tenant cannot claim compensation for any of these improvements, however short may be the time between their completion and the termination of his occupancy.

7. That this modern usage appears to have grown out of improved and spirited systems of farming, involving a large outlay of capital, and to have been promoted by forms of agreement between landlord and tenant, whereby the former covenanted to give compensation for such outlay; which forms have been from time to time altered and enlarged, and are still extending themselves with the continued advancement of agriculture.

8. That these usages have gradually grown into general acceptance in certain districts until they have ultimately become recognised there as the custom of the country.

9. That, in practice, the compensation agreed to be paid by the landlord to the outgoing tenant, is paid by the incoming one.

10. That its amount is found by valuers, who ascertain the cost of the several improvements, spread that cost over a certain number of years, within which each kind of improvement respectively is supposed to repay itself, and then deduct from that number the time during which the tenant has enjoyed the benefit of the improvement.

11. That this wider system of compensation to the outgoing tenant seems to be highly beneficial to agriculture, to the landlord, and to the farmer; to lead to a great increase in the productiveness of the soil, and to extended employment of the rural population.

12. That the benefit arising from this system appears to be gradually becoming more extensively known and appreciated, and the system itself seems to be finding its way into other districts than those where it has hitherto been in force.

13. That the improvements above mentioned, which are very generally required throughout the country, in order to develope the full powers of the soil, are greatly promoted by this system of compensation, and therefore it is highly important that all difficulties should be removed which stand in the way of its extension by the voluntary act of landlord and tenants.

14. That any attempt to make its general introduction compulsory would be met by great practical difficulties, and Your Committee rely for the general and successful adoption of the system on mutual arrangements between landlords and tenants.

15. That it seems very desirable to Your Committee that estates under settlement should be endowed with every practicable privilege for their advantage which is attached to absolute property; and that persons having limited estates, in addition to the ordinary leasing powers generally conferred on them, should be enabled, under proper precautions, to enter into stipulations of the nature of those above referred to, which at present it appears they cannot do.

16. That the power to enter into such stipulations, binding on subsequent interests, might be advantageously made a general incident to leasing powers of land in settlement, by the aid of Parliament; and also be conferred on persons having certain limited interests in land.

17. That the law, with respect to things affixed to the freehold, is different and more beneficial as regards those annexations made for the purposes of trade than those made for the purposes of agriculture, an outgoing tenant being permitted, in many cases, to remove the former, when erected by himself, but not the latter.

18. That this distinction does not appear to be supported by any sound reason, and Your Committee are of opinion that the tenant's privilege of removal with respect to fixtures set up for trading purposes, should be extended to those erected for agricultural objects.

3 *July* 1848.

PROCEEDINGS OF THE COMMITTEE.

Martis, 7° *die Martii,* 1848.

PRESENT:

Mr. Stafford.	Mr. Miles.
Mr. Bouverie.	Mr. Pusey.
Mr. Drummond.	Mr. Hayter.
Lord Arundel.	Mr. Henley.
Sir J. Trollope.	Mr. Newdegate.
Mr. Colvile.	

Motion, "That Mr. Pusey do take the Chair."

Agreed to *nem. con.*

Ordered, That Mr. J. Stewart do attend this Committee on Monday next the 13th inst. at Twelve o'clock.

Ordered, That Mr. Beasley, Mr. Hesseltine, Mr. Stokes, and E. W. Wilmot, esq., do attend this Committee on Thursday the 16th day of March, at Twelve o'clock.

[Adjourned to Monday the 13th inst., at Twelve o'clock.

Lunæ, 13° *die Martii,* 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Sir John Trollope.	Mr. Henley.
Mr. Denison.	Sir C. Lemon.
Mr. Hayter.	Mr. Newdegate.
Mr. Miles.	

Ordered, That Mr. Wilmot do attend this Committee on Monday the 20th inst.

Mr. J. Stewart called in, and examined.

[Adjourned to Thursday next, at Twelve o'clock.

Jovis, 16° *die Martii,* 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Mr. Henley.	Mr. Moody.
Sir John Trollope.	Lord Arundel.
Mr. Hayter.	Mr. Newdegate.
Sir C. Lemon.	Mr. Bouverie.
Mr. Burroughes.	

Mr. Beasley called in, and examined.

Mr. Stokes called in, and examined.

Mr. Hesseltine called in, and examined.

Mr. Hoskyns called in, and examined.

Ordered, That Mr. Cooper and Mr. Harvey do attend this Committee on Monday next, at One o'clock.

Ordered, That Mr. Bennett, Mr. Hutley, Mr. Jonas, and Mr. Worsopp do attend this Committee on Thurday next the 23rd of March, at Twelve o'clock.

[Adjourned to Monday the 20th instant, at One o'clock.

Lunæ, 20° *die Martii*, 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Mr. T. Egerton.
Mr. Bouverie.
Sir John Trollope.
Lord Arundel.
Mr. Colvile.
Sir C. Lemon.

Mr. Henley.
Mr. E. Denison.
Mr. Moody.
Mr. Burroughes.
Mr. Hayter.

Mr. Wilmot called in, and examined.

Mr. Harvey called in, and examined.

Mr. Cooper called in, and examined.

[Adjourned to Thursday next, at Twelve o'clock.

Jovis, 23° *die Martii*, 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Sir C. Lemon.
Mr. Stafford.
Lord Arundel.
Mr. Newdegate.
Mr. T. Egerton.
Mr. Burroughes.

Mr. Henley.
Sir John Trollope.
Mr. Colvile.
Mr. Moody.
Mr. E. Denison.
Mr. H. Drummond.

Mr. Jonas called in, and examined.

Room cleared.

The Committee deliberated as to admissibility of evidence.

Motion made, "That Mr. Hale's letter relating to a special matter of individual complaint, does not come within the meaning of the order of reference."—(Mr. *Henley*.)

Question put and agreed to.

Mr. Bennett called in, and examined.

Ordered, That Mr. Chawner do attend this Committee on Monday next.

Ordered, That Mr. Lattimore do attend this Committee on Monday next.

[Adjourned to Monday the 27th instant, at One o'clock.

Lunæ, 27° *die Martii*, 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Sir C. Lemon.
Mr. Hayter.
Mr. Burroughes.
Mr. Stafford.
Lord Arundel.
Mr. Newdegate.
Mr. T. Egerton.
Mr. Colvile.
Mr. Henley.

Mr. Hutley called in, and examined.

Mr. Chawner called in, and examined.

On the question being put, "Is there any other kind of permanent improvement applicable to soils in Staffordshire, besides drainage?"

The witness was directed to withdraw.

Mr. Henley objected to the question.

The Committee deliberated.

Motion made, "That the witness be called in."—(Sir *C. Lemon.*)

Question put, and the Committee divided:

Ayes, 5.	Noes, 4.
Sir C. Lemon.	Mr. Burroughes.
Mr. Hayter.	Mr. Stafford.
Lord Arundel.	Mr. Newdegate.
Mr. Egerton.	Mr. Henley.
Mr. Colvile.	

So it was resolved in the affirmative.

The witness called in.

Examination continued.

Mr. Lattimore called in, and examined.

[Adjourned to Thursday next, at Twelve o'clock.

Jovis, 30° *die Martii*, 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Mr. Hayter.
Mr. T. Egerton.
Mr. Henley.
Mr. Newdegate.
Mr. Colvile.
Mr. Burroughes.
Mr. E. Denison.
Mr. Stafford.
Sir C. Lemon.

Messrs. Page, Outhwaite, and White, called in, and examined.

Ordered, That Mr. Kilby, Mr. Shaw, Mr. Kersey, and Mr. Hatch, do attend this Committee on Saturday the 8th of April, at Twelve o'clock.

[Adjourned to Saturday, 8th April, at Twelve o'clock.

Sabbati, 8° *die Aprilis,* 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Mr. Henley.
Mr. Bouverie.
Mr. Colvile.
Mr. Burroughes.
Mr. Moody.
Sir C. Lemon.
Sir J. Trollope.

Mr. Kersey, Mr. Shaw, Mr. Ramsay, Mr. Kilby, and Mr. Hatch, called in, and examined.

Ordered, That Mr. Smith, Mr. Houghton, Mr. Owen Clapton, and Mr. Beman, do attend this Committee on Thursday next, the 13th of April.

[Adjourned to Thursday next, at Twelve o'clock.

Jovis, 13° *die Aprilis,* 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Mr. Henley.
Mr. Burroughes.
Sir John Trollope.
Mr. Denison.
Mr. Hayter.
Mr. Newdegate.
Mr. Stafford.
Mr. Moody.
Sir C. Lemon.
Mr. Colvile.

Mr. Beman called in, and examined.

Mr. Houghton called in, and examined.

Mr. T. Owen called in, and examined.

Mr. E. C. Hughes called in, and examined.

Ordered, That Messrs. Chrisp, Turner, Smith, and Harriett, do attend this Committee on Thursday the 4th of May at Twelve o'clock.

[Adjourned to Thursday, the 4th of May, at Twelve o'clock.

Jovis, 4° *die Maii,* 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Mr. Henley.
Mr. T. Egerton.
Mr. E. Denison.
Mr. Colvile.
Lord Arundel.
Mr. Bouverie.
Mr. Newdegate.

Mr. Chrisp called in, and examined.

Mr. Turner called in, and examined.

Mr. J. Smith called in, and examined.

Mr. G. Harriett called in, and examined.

Ordered, That Messrs. Chandler, Blandford, Swinnerton, Waterson, and Carpenter, do attend this Committee on Thursday next, at Twelve o'clock.

[Adjourned to Thursday, the 11th of May, at Twelve o'clock.

Jovis, 11° *die Maii,* 1848.

PRESENT:

MR. PUSEY, in the Chair.

Mr. Moody.	Mr. T. Egerton.
Lord Arundel.	Mr. Henley.
Mr. Stafford.	Mr. Burroughes.
Mr. Colvile.	Mr. Sotheron.

Messrs. Chandler, Blandford, Swinnerton, Waterson, and Carpenter, called in, and examined.

[Adjourned to Monday the 15th, at One o'clock.

Lunæ, 15° *die Maii,* 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Sir J. Trollope.	Mr. Moody.
Mr. Denison.	Mr. Henley.
Sir C. Lemon.	Mr. Newdegate.

Mr. Higgins called in, and examined.

Mr. Mogg called in, and examined.

Room cleared.

The Committee deliberated.

[Adjourned to Thursday, at Twelve o'clock.

Jovis, 18° *die Maii,* 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Mr. Hayter.	Mr. Bouverie.
Sir J. Trollope.	Mr. Denison.
Mr. T. Egerton.	Mr. Sotheron.
Mr. Newdegate.	Mr. Colvile.
Mr. Moody.	

Mr. Woodward called in, and examined.

Mr. Barnes called in, and examined.

Mr. Darby called in, and examined.

Mr. Trethewy called in, and examined.

[Adjourned to Monday next, at Twelve o'clock.

Lunæ, 22° *die Maii*, 1848.

Present:

Mr. Pusey, in the Chair.

Sir John Trollope.
Mr. Moody.
Mr. Henley.
Mr. T. Egerton.
Mr. Sotheron.
Mr. Bouverie.
Mr. Newdegate.
Mr. Hayter.

Mr. Gibbons called in, and examined.

Mr. Rowley called in, and examined.

Mr. Boniface called in, and examined.

Mr. Pinches called in, and examined.

[Adjourned to Monday, 29th of May, at One o'clock.

Lunæ, 29° *die Maii*, 1848.

Present:

Mr. Pusey, in the Chair.

Mr. Stafford.
Mr. Moody.
Mr. Newdegate.
Mr. T. Egerton.
Mr. Burroughes.
Sir John Trollope.
Sir Charles Lemon.
Mr. Hayter.

Major Brown called in, and examined.

Rev. C. Neville called in, and examined.

Mr. J. Parkinson called in, and examined.

Mr. W. Smith called in, and examined.

[Adjourned to Thursday, June 1st, at Twelve o'clock.

Jovis, 1° *die Junii*, 1848.

Present:

Mr. Pusey, in the Chair.

Sir John Trollope.
Mr. Colvile.
Mr. Burroughes.
Mr. Denison.
Mr. Bouverie.
Mr. Moody.
Sir Charles Lemon.
Mr. T. Egerton.

Mr. Legard called in, and examined.

Mr. Loft called in, and examined.

Mr. German called in, and examined.

Mr. Clutton called in, and examined.

[Adjourned to Wednesday, 21st June, at Twelve o'clock.

Mercurii, 21° *die Junii*, 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Sir John Trollope.	Mr. E. Denison.
Mr. Henley.	Mr. Hayter.
Mr. Newdegate.	Mr. Moody.
Mr. Egerton.	Mr. Bouverie.

The Committee considered proposed Resolutions.

[Adjourned to Saturday, July 1st, at half-past Eleven o'clock.

Sabbati, 1° *die Julii*, 1848.

PRESENT:

Mr. PUSEY, in the Chair.

Mr. Henley.	Mr. Denison.
Sir John Trollope.	Mr. Moody.
Mr. Bouverie.	Mr. Newdegate.
Mr. T. Egerton.	Mr. Stafford.
Sir C. Lemon.	

The Committee proceeded to consider their Report.

Resolutions proposed by the Chairman read, as follows:

"1. That various customs prevail immemorially in the compensation of outgoing tenants for acts of husbandry performed by such tenants in the ordinary course of farming, and for which the interruption of the tenancy has prevented them from receiving the usual return.

"2. That such ancient tenant-rights vary in their nature and amount according to the time of quitting and the custom of the country; are more or less advantageous and certain in different counties; but could not conveniently be defined or altered by law.

"3. That in Lincolnshire and some other districts a more recent custom prevails of paying the outgoing tenant, not for interrupted cultivation only, but also for uncompensated improvements, on the principle of assuming terms within which respectively the farmer may be regarded as having received back the amount of his outlay, with a profit thereon.

"4. That the purchase of artificial food for stock upon arable farms does not ordinarily remunerate the farmer in the increased value of that stock, which would be fed at a loss but for the consequent improvement of the manure, and the profit thus arising in the larger yield of his corn.

"5. That the purchase of artificial manure, a practice also of modern origin, is by the improved tenant-right recognised as a claim for compensation, to be spread over a short period of from two to four years.

"6. That among more lasting improvements of the soil, (1) marling or claying, which renders light or fen land capable of producing good wheat, (2) chalking, which is equally necessary on many parts of the chalk hills themselves, and has been generally used on the Lincolnshire Wolds, but often produces no advantage until after three years, and (3) under-draining, if performed exclusively by the tenant, are regarded as entitling the tenant to longer terms of compensation.

"7. That all these improvements not only increase the production of corn, but of meat also, in a yet higher degree, by the growth of root crops, while the more durable improvements being performed chiefly by manual labour, afford extensive employment to the rural population.

"8. That farm buildings frequently require expensive improvements for the purposes of improved husbandry.

"9. That according to the evidence of practical farmers, the aforesaid improvements are more or less generally requisite throughout the country at large.

"10. That although long leases might secure the tenant in making such improvements during the earlier period of his holding, land is generally held in England from year to year, or for short terms, while there appears no general inclination on the part either of landlords or tenants to fetter themselves by lengthening the term of the holding.

"11. That although some of the more expensive improvements, as draining and building are, if made at all, usually made by the landlords, a large number of the landlords cannot afford to make them, however necessary they may be.

"12. That according to the legal evidence before the Committee, owners with limited interests cannot grant tenant-right for improvement so as to bind their successors nor mortgagors, without notice to and apparently consent of the mortgagee, unless such covenants of compensation be supported by the custom of the country.

"13. That such custom is slow in arising, as is shown among other evidence by a witness from Oxfordshire, in whose neighbourhood bones had been used as manure for 20 years, while his own was the first case of compensation for their application.

"14. That such custom is uncertain and precarious during its growth, as appears clearly from the evidence respecting the custom of Kent, where the tenant is doubtful, after draining his farm, whether he will be able or not to obtain compensation therefor.

"15. That such custom is also tardy in attaining validity; as according to other evidence, existence for 20 years must be proved to render it binding.

"16. That while tenant-right for improvements has been proved to work well by encouraging such improvements, some defects have been pointed out in the mode of awarding the compensation, as well as for tenant-right for acts of husbandry.

"17. That in the opinion of competent witnesses the compensation should be awarded not as at present in a gross sum, but in a detailed account, open to examination by the parties concerned.

"18. That whereas in the event of disagreement the two arbitrators now decide the appointment of the umpire by lot, it would be desirable to secure an impartial umpire.

"19. That where compensation for improvement is granted to the outgoing tenant, compensation for foulness of land, cross-cropping, and dilapidation is equally due to his successor.

"20. That according to the unanimous evidence of the witnesses, it is cheaper for an incoming tenant to pay reasonable compensation for improvements to his predecessors, than to enter upon a farm out of condition.

"21. That it is desirable, as well for increasing the productiveness of the soil, as for the paramount object of widening the range of employment for the village labourer within his own neighbourhood, to render the principle of tenant-right for improvement general throughout England, by giving it prospectively the validity of a custom, subject however, as any other custom, to be dealt with and modified by mutual agreement between landlord and tenant."

Resolutions proposed by Mr. Bouverie read, as follows:

"1. That different usages have long prevailed in different counties and districts of the country, conferring a claim to remuneration on an outgoing agricultural tenant, for various operations of husbandry, the ordinary return of which he is precluded from receiving, by the termination of his tenancy.

"2. That this claim, which is called tenant-right, ordinarily extends to one or more of the following objects: to the crop which the outgoing tenant has sown and leaves in the ground; to remuneration for the preparation of the soil for crops by tillage; for the straw, hay, and dung left on the farm; and for growing underwood.

"3. That these local usages are imported into agreements or leases for the letting and occupation of land between landlord and tenant, who are presumed to contract with reference to such usages, unless the terms of the agreement, expressly or by implication, negative such a presumption.

"4. That in some parts of the country a modern usage has sprung up, which confers a right on the outgoing tenant to be reimbursed certain expenses incurred by him in cultivation, other than those of ordinary husbandry, above referred to.

"5. That among such expenses are included, the purchase of food for stock, the purchase of certain kinds of manure, and the draining, chalking, and marling of the soil; the result of all which outlays is, to effect an improvement of the soil, more or less lasting, and requiring more or less time to elapse, before the increased productiveness thereby obtained reimburses the expenditure incurred.

"6. That, except in the districts where this usage prevails, unless by express stipulation, the outgoing tenant cannot claim compensation for any of these improvements, however short may be the time between their completion and the termination of his occupancy.

"7. That this modern usage appears to have originated in the introduction of improved forms of agreement between landlord and tenant, whereby the landlord covenanted to give such compensation; which forms have been from time to time altered, as experience suggested improvements in them, and which have gradually grown into general acceptance in certain districts, till they have ultimately become recognised as the custom of the country.

"8. That, in practice, the compensation agreed to be paid by the landlord to the outgoing tenant, is paid by the incoming one.

"9. That its amount is found by valuers, who ascertain the cost of the several improvements, spread that cost over a certain number of years, within which each kind of improvement respectively is supposed to repay itself, and then deduct from that number the time during which the tenant has enjoyed the benefit of the improvement.

"10. That this wider system of compensation to the outgoing tenant seems to be highly beneficial to agriculture, to the landlord, and to the farmer; to lead to a great increase in the productiveness of the soil, and to give extended employment to the rural population.

"11. That the benefit arising from this system appears to be gradually becoming more extensively known and appreciated, and the system itself seems to be finding its way into other districts than those where it has hitherto been in force.

"12. That the improvements above mentioned, which are very generally required throughout the country, in order to develope the full powers of the soil, are greatly promoted by this system, and therefore it is highly important that no difficulties should stand in the way of its extension by the voluntary act of landlord and tenant.

"13. That any attempt to make its general introduction compulsory, would be met by invincible practical difficulties, and would check that growing disposition on the part of landlord and tenant to enter into mutual arrangements, on which alone Your Committee can rely for the general and successful adoption of the system.

"14. That it seems very desirable to Your Committee that estates under settlement should be endowed with every practicable privilege for their advantage, which is attached to absolute property; and that persons having life estates, in addition to the ordinary leasing powers generally conferred on them, should be enabled to enter into stipulations of the nature of those above referred to, which, at present, it appears they cannot do.

"15. That the power to enter into such stipulations, binding on subsequent interests, might be advantageously made a general incident to leasing powers of land in settlement, by the aid of Parliament; and also be conferred on persons having certain limited interests in land.

"16. That the law, with respect to things affixed to the freehold, is different and more beneficial, as regards those annexations made for the purposes of trade, than those made for the purposes of agriculture, an outgoing tenant being permitted, in many cases, to remove the former, but not the latter.

"17. That this distinction does not appear to be supported by any sound reason, and Your Committee are of opinion that the tenant's privilege of removal, with respect to fixtures set up for trading purposes, should be extended to those erected for agricultural objects."

Motion made, and question proposed, "That the Chairman's Resolutions be now read a second time."

Amendment proposed, "To leave out the words, 'the Chairman's,' in order to insert the words, 'Mr. Bouverie's'."

Question, "That the words 'the Chairman's' stand part," put, and negatived.

Proposed words inserted.

Question, as amended, put and agreed to.

Mr. Bouverie's Resolutions read a second time.

Amended and agreed to.

The question was put, "That the Resolutions as agreed to by the Committee be reported to The House."

It was resolved in the affirmative.

The resolutions, as amended, are as follows:—

"1. That different usages have long prevailed in different counties and districts of the country, conferring a claim to remuneration on an outgoing agricultural tenant, for various operations of husbandry, the ordinary return of which he is precluded from receiving, by the termination of his tenancy.

"2. That this claim, which is called tenant-right, ordinarily extends to one or more of the following objects: to the crop which the outgoing tenant has sown and leaves in the ground; to remuneration for the preparation of the soil for crops by tillage; for the straw, hay, and dung left on the farm; and for growing underwood.

"3. That these local usages are imported into leases or agreements for the letting and occupation of land between landlord and tenant, who are presumed to contract with reference to such usages, unless the terms of the agreement, expressly or by implication, negative such a presumption.

"4. That in some parts of the country a modern usage has sprung up, which confers a right on the outgoing tenant to be reimbursed certain expenses incurred by him in cultivation, other than those of ordinary husbandry, above referred to.

"5. That among such expenses are included the purchase of food for stock, the purchase of certain kinds of manure, and the draining, chalking, and marling of the soil, the result of all which outlays is, to effect an improvement of the soil, more or less lasting, and requiring more or less time to elapse before the increased productiveness, thereby obtained, reimburses the expenditure incurred.

"6. That, except in the districts where this usage prevails, unless by express stipulation, the outgoing tenant cannot claim compensation for any of these improvements, however short may be the time between their completion and the termination of his occupancy.

"7. That this modern usage appears to have grown out of improved and spirited systems of farming, involving a large outlay of capital, and to have been promoted by forms of agreement between landlord and tenant, whereby the former covenanted to give compensation for such outlay; which forms have been from time to time altered and enlarged, and are still extending themselves, with the continued advancement of agriculture.

"8. That these usages have gradually grown into general acceptance in certain districts until they have ultimately become recognised there as the custom of the country.

"9. That, in practice, the compensation agreed to be paid by the landlord to the outgoing tenant, is paid by the incoming one.

"10. That its amount is found by valuers, who ascertain the cost of the several improvements, spread that cost over a certain number of years, within which each kind of improvement respectively is supposed to repay itself, and then deduct from that number the time during which the tenant has enjoyed the benefit of the improvement.

"11. That this wider system of compensation to the outgoing tenant seems to be highly beneficial to agriculture, to the landlord, and to the farmer, to lead to a great increase in the productiveness of the soil, and to extended employment of the rural population.

"12. That the benefit arising from this system appears to be gradually becoming more extensively known and appreciated, and the system itself seems to be finding its way into other districts than those where it has hitherto been in force.

"13. That the improvements above mentioned, which are very generally required throughout the country, in order to develope the full powers of the soil, are greatly promoted by this system of compensation, and therefore it is highly important that all difficulties should be removed which stand in the way of its extension by the voluntary act of landlord and tenants.

"14. That any attempt to make its general introduction compulsory would be met by great practical difficulties, and Your Committee rely for the general and successful adoption of the system on mutual arrangements between landlords and tenants.

"15. That it seems very desirable to Your Committee that estates under settlement should be endowed with every practicable privilege for their advantage which is attached to absolute property; and that persons having limited estates, in addition to the ordinary leasing powers generally conferred on them, should be enabled, under proper precautions, to enter into stipulations of the nature of those above referred to, which, at present, it appears they cannot do.

"16. That the power to enter into such stipulations, binding on subsequent interests, might be advantageously made a general incident to leasing powers of land in settlement, by the aid of Parliament; and also be conferred on persons having certain limited interests in land.

"17. That the law, with respect to things affixed to the freehold is different and more beneficial, as regards those annexations made for the purposes of trade, than those made for the purposes of agriculture; an outgoing tenant being permitted, in many cases, to remove the former, when erected by himself, but not the latter.

"18. That this distinction does not appear to be supported by any sound reason; and Your Committee are of opinion that the tenant's privilege of removal, with respect to fixtures set up for trading purposes, should be extended to those erected for agricultural objects."

Question put, "That the Chairman do leave the chair."

It was resolved in the affirmative.

[To Report.

EXPENSES OF WITNESSES, Sess. 1847–48.

NAME of WITNESS.	PROFESSION or CONDITION.	By what Member of Committee Motion made for Attendance of the Witness.	Date of Arrival.	Date of Discharge.	Total Number of days in London.	Number of Days under Examination by Committee, or acting specially under their Orders.	Expenses of Journey to London and back.	Expenses in London.	TOTAL Expenses allowed to Witness.
							£. s. d.	£. s. d.	£. s. d.
Stewart	Barrister-at-law	- - -	13 March	13 March	1	1	—		
Beasley	Land Agent	- - -	16 —	16 —	2	1	3 18 6	6 6 –	10 4 6
Hesseltine	ditto	- - -	16 —	16 —	2	1	3 5 –	4 4 –	7 9 –
Stokes	Farmer	- - -	16 —	16 —	2	1	2 7 –	2 2 –	4 9 –
Hoskyns	Barrister-at-law	- - -	16 —	16 —	1	1	—		
Wilmot	Gentleman	- - -	20 —	20 —	4	1	5 11 –	4 4 –	9 15 –
Harvey	Farmer	- - -	20 —	20 —	3	1	3 9 –	3 3 –	6 12 –
Cooper	ditto	- - -	20 —	20 —	3	1	3 12 –	3 3 –	6 15 –
Jonas	ditto	- - -	23 —	23 —	1	1	1 – –	1 1 –	2 1 –
Bennett	Land Agent	- - -	23 —	23 —	2	1	3 13 –	4 4 –	7 17 –
Hutley	Farmer	- - -	27 —	27 —	2	1	2 – –	2 2 –	4 2 –
Chawner	Land Agent	- - -	27 —	27 —	3	1	3 – –	6 6 –	9 6 –
Lattimore	Farmer	- - -	27 —	27 —	1	1	– 11 –	1 1 –	1 12 –
White	Land Agent	- - -	30 —	30 —	3	1	4 – –	6 6 –	10 6 –
Page	ditto	- - -	30 —	30 —	3	1	4 10 6	9 9 –	13 19 6
Outhwaite	ditto	- - -	30 —	30 —	3	1	4 17 –	6 6 –	11 3 –
Kersey	- - -	- - -	8 April	8 April	–	1	—		
Shaw	Farmer	- - -	8 —	8 —	1	1	– 17 6	1 1 –	1 18 –
Ramsay	Land Agent	- - -	8 —	8 —	3	1	4 4 –	6 6 –	10 10 –
Kilby	Farmer	- - -	8 —	8 —	2	1	1 19 –	2 2 –	4 1 –
Hatch	ditto	- - -	8 —	8 —	–	1	—		
Beman	ditto	Mr. Stewart, Mr. Hoskyns, and Mr. Gibbons were summoned by the Chairman, on the proposal of Mr. Hayter; Mr. Boniface on that of Lord Arundel & Surrey; Messrs. Brown, Neville, Parkinson, Smith, Legard, and Loft, on that of Sir John Trollope; Mr. German on that of Mr. Colvile, and the remainder by the Chairman.	13 —	13 —	2	1	3 10 –	2 2 –	5 12 –
Houghton	Land Agent		13 —	13 —	2	1	5 – –	4 4 –	9 4 –
Owen	Farmer		13 —	13 —	2	1	1 12 –	2 2 –	3 14 –
Hughes	ditto		13 —	13 —	1	1	1 5 –	1 1 –	2 6 –
Chrisp	Land Agent		4 May	4 May	3	1	7 5 –	6 6 –	13 11 –
Turner	ditto		4 —	4 —	3	1	5 – –	6 6 –	11 6 –
Smith	ditto		4 —	4 —	2	1	2 15 –	4 4 –	6 19 –
Harriott	Farmer		4 —	4 —	1	1	—		
Carpenter	ditto		11 —	11 —	3	1	1 12 –	3 3 –	4 15 –
Swinnerton	ditto		11 —	11 —	3	1	1 12 –	3 3 –	4 15 –
Waterson	ditto		11 —	11 —	3	1	2 15 –	3 3 –	5 18 –
Blandford	ditto		11 —	11 —	–	1	—		
Chandler	ditto	- - -	11 —	11 —	3	1	1 12 –	3 3 –	4 15 –
Higgins	Gentleman	- - -	15 —	15 —	2	1	3 14 –	4 4 –	7 18 –
Mogg	Farmer	- - -	15 —	15 —	2	1	3 – –	2 2 –	5 2 –
Woodward	ditto	- - -	18 —	18 —	3	1	1 1 –	3 3 –	4 4 –
Darby	ditto	- - -	18 —	18 —	2	1	3 1 –	2 2 –	5 3 –
Barnes	Land Agent	- - -	18 —	18 —	2	1	2 2 –	4 4 –	6 6 –
Trethewy	ditto	- - -	18 —	18 —	2	1	2 2 –	4 4 –	6 6 –
Pinches	Farmer	- - -	22 —	22 —	2	1	4 18 –	2 2 –	7 – –
Rowley	ditto	- - -	22 —	22 —	2	1	2 18 –	2 2 –	5 – –
Gibbons	ditto	- - -	22 —	22 —	5	1	9 4 –	5 4 –	14 8 –
Boniface	ditto	- - -	22 —	22 —	2	1	1 5 –	2 2 –	3 7 –
Brown	Gentleman	- - -	29 —	29 —	3	1	2 5 –	3 3 –	5 8 –
Neville	Clergyman	- - -	29 —	29 —	–	1	—		
Parkinson	Land Agent	- - -	29 —	29 —	3	1	3 6 –	6 6 –	9 12 –
Smith	ditto	- - -	29 —	29 —	3	1	4 10 –	6 6 –	10 16 –
Legard	ditto	- - -	1 June	1 June	5	1	6 – –	5 5 –	11 5 –
Loft	ditto	- - -	1 —	1 —	3	1	4 15 –	6 6 –	11 1 –
German	ditto	- - -	1 —	1 —	2	1	2 19 –	4 4 –	7 3 –
Clutton	Solicitor	- - -	1 —	1 —	1	1	1 – –	2 2 –	3 2 –
							Total - - - £.		317 15 –

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MINUTES.

MINUTES OF EVIDENCE.

Lunæ, 13° *die Martii*, 1848.

MEMBERS PRESENT:

Mr. E. Denison.
Mr. Hayter.
Mr. Henley.
Sir C. Lemon.
Mr. Miles.
Mr. Newdegate.
Mr. Pusey.
Sir John Trollope.

PHILIP PUSEY, Esq., IN THE CHAIR.

James Stewart, Esq., called in; and Examined.

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1. *Chairman.*] It is well known that you are a Barrister?—I am.

2. I believe you have paid considerable attention to the subject of the rights of in-coming and out-going tenants?—I have paid some attention to that subject.

3. The Committee are desirous to learn from you generally what is the present state of the law and custom of England upon that subject?—As to the subject of agricultural improvements generally I am not well informed.

4. The question not only refers to the subject of agricultural improvements, but to the terms on which the out-going tenants give up land to the in-coming tenants; and also to what are the tenants' rights towards the landlord, and the rights of the landlord towards them?—As to any agricultural customs affecting this question I do not profess to have any peculiar knowledge upon that subject; but with respect to the law, I conceive the law to be this, that if the tenant in any way improves the land let to him, either by erecting fixtures, or by manuring the land, or by any other thing that goes to improve the land, either by that which is temporary in its nature, or that which is permanent, I conceive that he has no right by law, independent of custom, on going off the land demised to him, to claim anything from anybody; that he cannot claim anything either from the landlord or the in-coming tenant.

5. With regard to fixtures, is an agricultural tenant differently circumstanced from a manufacturing tenant?—He is to some extent placed under different circumstances. I should say, that generally the rule is as I have stated it; but that rule has been found to operate with so much harshness in certain particular cases, that there have been exceptions gradually introduced into the general rule; but so far as the agricultural tenant goes, I am not aware that there has been any great exception made in his favour. As far as the trading tenant goes, and as far as the urban tenants, that is, tenants who have a house in towns, are concerned, there have been very considerable exceptions made in their favour.

6. Will you be so good as to state those exceptions?—With respect to a trading tenant, he has been allowed to remove all those utensils and implements which he may have erected for the purpose of carrying on his trade; as, for instance, the vats of a brewer and furnaces. In one case also (that has now by a recent decision of the House of Lords become of no very great value) a party was allowed to remove a cyder mill. According to many of the dicta of Lord Mansfield and Lord Kenyon, such a tenant would be allowed to remove buildings; but I cannot say that there has been any distinct decision to the effect,

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that he might remove buildings, but I am inclined to think that if that should come before the courts there would be a leaning on the part of the court in favour of a trading tenant, that is, a tenant who has land or houses demised to him for the purpose of trade. Then, with respect to the tenant of a house, he comes in under the class of ornamental fixtures. Wainscoting has been allowed to be removed, and marble chimney pieces have been allowed to be removed, and, in short, all that was erected for ornament which could at all be displaced without injuring the landlord, the tenant, of course, being liable for any damage done by the removal. But, with respect to the agricultural tenant, it has been distinctly decided by Lord Ellenborough, in the very well-known leading case of Elwes *v.* Mawe, that a tenant having found it necessary for carrying on his farm to erect a beast-house, a house for holding utensils, and various other houses of that sort, and a wall for the purpose of enclosing the yard, it was distinctly decided that he could not remove any of them. I should say that the whole law as to fixtures is not in a satisfactory state; the very same thing has been decided differently in the two classes of tenants, the agricultural and trading tenant. A nurseryman, for instance, has been allowed to remove plants and roots, and things of that sort; and it has been distinctly decided the other way, as against the agricultural tenant, so that the agricultural tenant is in a worse position than other tenants.

7. You stated that the agricultural tenant would not be allowed to remove walls that are fixed in the freehold, and you think that the trading tenant would be; you are certain that the trading tenant would be allowed to remove fixtures, such as engines of any kind, for the purposes of his trade; are you of opinion that the agricultural tenant would be allowed to remove similar engines, put up for the purposes of his trade?—No, I think not. According to the law already decided in the earlier cases, that distinction does not seem to have been taken. In the earlier cases, before the time of Lord Holt, the description of tenant does not seem to have entered much into the decision, either way; but in the time of Lord Holt he, perhaps first, or at any rate most distinctly, laid down the rule that the trading tenant, on grounds of public policy and expediency, ought to be favoured by the law.

8. Probably at the time when those decisions were come to by the courts of law there was hardly any agricultural machinery in use?—No, I should not think there was much machinery in use then; and until a late period, certainly till the reign of Henry 8, the agricultural tenant was in a very questionable position. The old notion as to the agricultural tenant was, that he was the mere husbandman to his landlord; that he was merely there to till the ground, to render him the fruits of it; and his security for his holding was an exceedingly weak one. For instance, down to the late period of Henry 8, and even as late as Coke upon Littleton, he lays down very strongly that long terms for years—and leases, in fact—were looked upon with very great suspicion. I can only account for that, that these long terms of years had been granted for purposes other than beneficial holding; as for leases, at any rate the law looked upon them with great suspicion, and they became gradually protected by statute, the common law being against them; and to this it is that I would attribute the rule which the law laid down with respect to agricultural tenants having no right whatever to take away anything introduced into the soil.

9. Then, to take an ordinary case, if an agricultural tenant puts up a plain fixture or a thrashing machine, in your opinion, if the landlord were disposed to insist upon his extreme right, it would become the property of the landlord at the termination of the tenancy?—I have no doubt that that is the law. I may remark, that I happened to see to-day, looking in a Scotch book on the Scotch law (which very much follows our law), that in the case of a thrashing machine, the frame of the thrashing machine the tenant was obliged to leave, but the machinery he was allowed to take away. I am not aware that that is the law in England; I should say that the previous decisions would not justify that decision here.

10. If a tenant were to put up a steam thrashing machine, is it your opinion that the steam power would fall to the landlord?—I think it would be entirely in the discretion of the landlord. The courts might come to a contrary decision, which would appear to be a leaning to the tenant, but according to the existing decisions, I should have no hesitation in advising the landlord that he was entitled to this machine, always supposing it was a fixture.

11. What

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11. What is the practice with regard to the removal by trading tenants of those fixtures; I mean at what period are they obliged to remove them?—By a fixture I mean something that is introduced into the soil and made part of the freehold, or anything that is attached to that which is a part of the freehold.

12. The question put referred to the trading tenant; and what was asked was, whether the trading tenant is obliged to give any notice to his landlord; whether he must remove his fixtures before the determination of his tenancy, or whether he has any time of grace allowed him to remove those fixtures after the determination of the tenancy?—As far as the trading tenant goes, he must, I conceive, remove the fixtures during his tenancy unless there be some stipulation to the contrary, by grace and favour, or notice to the lord, or some other way.

13. And so removing them, is he bound to restore the premises to his landlord in as good a condition as that in which he received them?—Certainly he must replace any damage, otherwise he would be liable to an action at law.

14. Are you aware of any inconvenience or litigation that has arisen from this privilege on the part of trading tenants?—No; I should say that it would be the other way with both parties. It would be no injury to the lord, and it would be of more benefit to the tenant; and in that way it would give greater satisfaction to him, and be of greater benefit to the country in furthering the purposes of trade.

15. Do you happen to know whether or not that power, as vested, is exercised, or whether the landlord takes this machinery at a valuation?—I am hardly competent to answer that question.

16. Mr. *Miles.*] You have stated the case of the trading and agricultural tenants, and have instanced the case of a nurseryman, who has a right to remove his plants: if the man has built a hothouse, has he a right to remove that hothouse?—According to Lord Kenyon yes; but in Lord Ellenborough's opinion certainly not.

17. Before a trading tenant places an engine, or a matter of that description, in his tenancy, is he obliged to give notice to his landlord?—No, I conceive not.

18. He is able to erect anything he thinks beneficial to his own interest?—Yes.

19. And he has the power of removing it when he leaves his tenancy?—I consider that to be the law.

20. Mr. *Henley.*] You have stated that the decisions of the court have established the right of a tradesman to remove what is called trade fixtures, and erections that come within that definition?—Yes.

21. And you have also stated that there is no decision of the courts, though there have been dicta favouring the right of a tradesman to remove buildings?—I think that is the law.

22. Are you aware whether the law of Scotland, to which you have alluded, recognises that distinction between trade fixtures and other fixtures?—Yes, to the extent that I have mentioned.

23. You have mentioned the case of the thrashing machine in Scotland?—Yes.

24. I ask you generally if you are aware whether the law of Scotland recognises the same distinction as in England?—Yes, it does; to a certain extent it has followed our law.

25. Can you draw any distinction in principle between the thrashing machine erected for the purpose of the trade of a farmer and the fixtures erected for any other trade?—No, I cannot say that I can.

26. Are you aware of any decision or dicta of any court of law in this country in which that distinction has been drawn? No, I am not aware of any decision; the question has been frequently raised incidentally. I am not aware of any distinct decision in England as to that.

27. Are you aware of any dicta of any judge of any superior court in England in which that distinction is drawn?—No, I am not aware of that; there may be such a thing; I am not aware of it.

28. You have alluded to the case of the nurseryman being allowed to remove trees from his nursery-ground being considered part of his trade, and that the farmer is not allowed to do so; is not that because the tree of a farmer has not been considered part of his trade; is that the principle, do you suppose?—The principle is, that in the latter case the farmer is not considered a trader at all.

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29. And therefore not within the principle that has been applied to the nurseryman?—Yes; just so.

30. You have spoken of ornamental fixtures of houses; are you aware of any distinction being drawn between the agricultural tenant in particular and any other class of tenant?—I should say that if an agricultural tenant had a house, and he chose to put up an ornamental fixture in that house, I should think he would be allowed to take it away.

31. The same as any other person?—Yes. I do not think he would be worse off in that respect. Those cases have not usually so arisen; they have arisen in towns and not in farms.

32. You have stated that an agricultural tenant would not be allowed to remove a building or a wall he had built up for his convenience?—No.

33. Are you aware of any decision or dicta of a judge to lead you to suppose that such a person would not be allowed to remove a building or wall?—There is an express decision to that effect by Lord Ellenborough, and by others.

34. To what effect do they go, and what principle do they lay down?—They go generally to the principle, that if a trading tenant finds it necessary to carry on his business, to erect a building, he would be allowed to take it away. That has arisen incidentally. I am not aware of any distinct decision to that effect. The case of a limekiln came before the court in a recent case. The erection of this limekiln was under discussion, and there the question went off on some other point; it was not distinctly decided.

35. Those dicta being so far back as the time of Lord Mansfield, you are not aware of any case that has given authority to those dicta?—No; I should say that Lord Kenyon seemed to have a very strong leaning in favour of the tenant, and so did Lord Mansfield. Lord Ellenborough's leaning was the other way.

36. Then Lord Kenyon and Lord Mansfield having spoken dicta that would lead you to suppose that in their opinion the buildings could be removed, in the number of years that have elapsed since that, you are not aware of any decision of any kind to give effect to those dicta?—No.

37. How long has Lord Kenyon been dead?—Lord Kenyon died about the beginning of the present century.

38. And during the whole time that has elapsed from that period, you are not aware of any decision in a court of justice that has established that principle?—No.

39. Mr. *Denison.*] Do you consider that this comparative abeyance of the law upon these points arises from all those matters being regulated in various parts of the country, rather by practice than by law?—I think that is the great reason; it is a case in which the maxim *modus vincit legem* applies; the common law comes in this state, and has been constantly altered, in various parts of the kingdom, by custom.

40. Sir *John Trollope.*] Is that custom recognised in the courts of law?—Yes.

41. What is the law with regard to fruit trees and other matters planted in gardens connected with agriculture?—The custom varies in different parts of the country; there is no fixed custom as to anything; there is a distinct rule of law that would generally operate in the absence of custom; the customs vary exceedingly.

42. What would be the strict letter of the law?—That would depend upon the nature of the tenancy. An agricultural tenant, I conceive, would not be allowed to remove fruit trees.

43. Mr. *Miles.*] Can you refer us to practical cases in which the dicta of Lord Mansfield, Lord Kenyon, and Lord Ellenborough are given?—I have referred to the case of Elwes *v.* Mawe, and I shall be very happy to give others that may occur to me.

44. Mr. *Hayter.*] You have no doubt there is that distinction between trade fixtures and fixtures that are not trade fixtures?—I have no doubt of it, according to the decisions.

45. If you had to give advice upon that subject, and as far as you are able from your practice in the law to form a distinct judgment, have you any doubt about the distinction existing?—None at all; it is a decision fully recognised by every lawyer, and by every text-book.

46. Do you see why the principle of law should not extend to fixtures in agriculture as well as to fixtures in trade?—The only way I can account for it is, that the tenants in towns have more power than the tenants in the country; it appears

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appears that the tenants in the country were a good deal more under the power of the landlord than the tenants in the town.

47. Do you see any reason why the law as you state it if applied to fixtures in trade, should not apply to fixtures in agriculture?—No, I can see no reason. The reason for the exception to the original rule was distinctly stated by Lord Holt to be public policy and general expediency. I conceive the same general expediency and public policy would apply to the agricultural tenants, and operate to the benefit of the landlord and of the tenants too, that they should have the same power over fixtures that the trading tenants have.

48. Would not that very much tend to the introduction of machinery into agriculture, if it was the actual law that machinery should belong to the tenant if the tenant fixed it up?—I should certainly say so; the extent to which I would carry the law would be merely that the tenant should have the right to remove the fixture; but I should not insist upon the landlord or the in-coming tenant taking it. I would simply apply the rule that the tenant should have the right of removal.

49. That the fixtures should be the property of the tenant?—Yes; that the fixtures should be the property of the tenant, he being answerable to the lord for damage.

50. To be dealt with as a trade fixture by the tenant?—Yes, precisely.

51. To be his property, removed during his tenancy, and if he left it not to be removed?—Yes, just so.

52. Has any reason struck you at all why the same rule that applies to trade should not apply to agriculture which is carried on in the nature of a trade?—No; on the contrary, I can see no reason. The reason for the rule, as I conceive, was that the agricultural tenant had a very insecure holding indeed; that it was not then the policy of law to give him more security. I should wish that rule were entirely changed; it would be for the general advantage of the landlord and of the tenant to give him more security.

53. Supposing a tenant builds a barn upon the ground, that barn is irremovable?—Yes.

54. If he builds it and puts it upon stones off the ground, it belongs to the tenant?—There has been a decision to that effect.

55. So that of course, if the wants of the tenant are unsatisfied, and his landlord, from various reasons, as from imbecility, infancy, or coverture, or otherwise, is unable or unwilling to give him the facilities for carrying on his business, the tenant is obliged to evade the law by such a process as you have mentioned?—Yes, and throughout the distinction should be taken which has been pointed at, that in many cases the landlord has no power of authorising the tenant to do anything, and in a great many instances that is the case from our system of settlement. Therefore it would be additionally advisable to alter the law in this respect, because it would give the tenant a distinct rule by which he could guide himself.

56. You are understood to say that there are many landlords so situated with respect to property as to be unable to give those facilities, however willing they may be?—I should think two-thirds of the lands of England are settled in that way.

57. Do you see any difficulty in altering the law to meet that exigency?—None at all; I think it is a simple and safe alteration.

58. The Committee are to understand that you would advise a uniformity with regard to the law in reference to fixtures as applicable to tenants in trade as well as tenants in agriculture?—Yes.

59. You see no reason why the law that applies to one should not apply to the other?—I see no reason for any difference.

60. Mr. *Newdegate*.] Would not it be necessary in case of the application of steam-engines to thrashing and other purposes to make some special provisions to guard against any danger from fire?—I should think that it might be safely left to the parties themselves, if it was thought to be of importance.

61. Mr. *Hayter*.] Do the insurance offices charge a much larger per-centage in consequence of steam-engines than they do if there are no steam-engines?—Yes, in some cases.

62. Mr. *Miles*.] Would you or not make it obligatory in case of a steam-engine being put up that the tenant should insure against fire, the insurance office charging a larger per-centage for that?—I should not be inclined to make it obligatory;

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obligatory; it might be left open to the parties; I do not think any immediate harm would arise.

63. Mr. *Hayter*.] Has not the landlord the immediate power to give notice to the tenant to quit; you are speaking of that which is now independent of contract?—Independent of contract.

64. Are you speaking of tenancy from year to year?—I am speaking of tenancy from year to year, and also of a lease which has no provision in it upon the subject.

65. Why should a clause which does not apply to existing leases apply to any leases not existing?—I should say that it was a thing that might be left to the parties.

66. You were understood to say that a tenant is now allowed to remove a building erected upon stones, and is not allowed to remove buildings placed upon the ground; a barn for instance; but according to your opinion he ought to be allowed to remove it in either case?—Yes.

67. You were also understood to say that there had been no decision authorising a tradesman to remove a building?—No.

68. What do you propose to do in the case of an agricultural tenant who is placed in a different position by law from what the tradesman is now placed in?—I would place all tenants in the same position.

69. Then it must be a general law?—Yes, it must be a general law.

70. As it appears now a tradesman has not, by decision of law, a right to remove a building?—It has not gone to the extent of a decision.

71. Is it your opinion that the alterations of the law should be made generally applicable to all tenants throughout the kingdom, and not be restricted to agricultural tenants alone?—The law stands in this way: so far as the agricultural tenant is concerned there has been a decision directly against his removing buildings; as far as the trading tenant is concerned, there has been no decision in his favour, but the decisions have very nearly gone to that length, and there have been dicta in his favour; I should be glad, as far as my opinion is concerned, to see an alteration in the law, which would place both agricultural and trading tenants on the same footing, and allow both to remove buildings.

72. Are you aware, from your practical knowledge, that it is the custom or usage of tradesmen to remove buildings?—I should say to this extent; I can speak from personal knowledge to the extent of trading tenants having the power of removing fixtures.

73. Buildings?—No, certainly not; I can produce no decision.

74. In spite of the dicta, are you aware yourself of any matter that had come before you, that trading tenants have removed buildings?—No; I am not aware of any.

75. So that in point of fact, as far as you know, they both now stand upon the same footing with the exception of the dicta?—Not quite to the same extent, because if I were to be required to advise as to the prudence or advisability of removing buildings, I should give very different advice as respects the trading and the agricultural tenant; I should tell the agricultural tenant certainly he could not do it at all; I should state the opinion I have stated here, that it might be very reasonable to suppose the trading tenant would have a decision in his favour.

76. And he would have a better chance in going to law than an agricultural tenant?—Yes.

77. *Chairman*.] Your answer applies to buildings, not to fixtures?—Yes.

78. With regard to fixtures, you have no doubt that the trading tenant has the power to remove trading fixtures, and the agricultural tenant has not the power to remove agricultural fixtures?—Yes; and I can state a case rather in favour of the trading tenant having power to remove buildings; in one case, a man who was a soap boiler, was allowed to take up and remove the pavement of the yard, constructed for that purpose; it was not, certainly, a building, but it was attached to the freehold.

79. Mr. *Hayter*.] Can you see any injury to arise to the landlord if he has his property restored to him precisely in the same condition in which he let it to his tenant?—Clearly, as you state it, no injury could arise; but so far as I understand the general nature of the agricultural tenancy, the tenant by the mere course of fair agricultural employment of the land would improve it, and at the expiration of any lease, for any given number of years, the land would be

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returned to the landlord in an improved state. To that extent I think the tenant would keep the land by good care and industry in a proper improved state of cultivation.

80. Does not it stand to common reason that it would be a very strong inducement to a tenant to erect an expensive permanent fixture upon the soil if he had the means of carrying on his business more satisfactorily by means of that machine?—I should say so.

81. It would be a strong inducement to the tenant to erect such machinery? —Yes.

82. And if the landlord, at the end of the period, receives the property which he has leased in as good a position as he let it, is any injury done to him?—So far from there being any injury, I think benefit would accrue to him in this way: encouragement being given to the landowner, the in-coming tenant might possibly be better disposed to take the farm, or whatever it was, in its improved state; it appears to me to be to the benefit of the landlord to encourage those erections.

83. Would not it be unfair that the landlord should get any rent that might accrue from the benefit of an improvement for which he never paid?—Yes; I think, undoubtedly, it would be unfair. I think the present state of the law favours the bad landlord and the bad tenant, and it injures, you may say, the good tenant.

84. And because it would be unfair would be a reason why a law should be passed to meet the cases of those who are unable by reason of lunacy, infancy, or coverture, or other disabilities, to authorise a tenant so to improve the land in his own possession?—That is a great reason for the alteration of the law when you consider how much land is held by tenancy for life by persons who have no power of that sort under a settlement.

85. Mr. *Henley*.] You have stated, in answer to a question put to you, that in your opinion, as a general proposition, the landlord is not injured if he gets back his estate in the same condition in which he leased it?—Yes, I said so.

86. That must be, of course, with reference to the rent paid by the tenant? —Yes.

87. Because, if the landlord has let to the tenant at a low rent, expecting and calculating that the tenant is to make improvements, then your general proposition would not hold in that case?—I go to this extent against the tenant; I think the agricultural tenant is bound to do something more than restore the land.

88. The question put was this: if a landlord rents a farm to his tenant, with a low rent, with the expectation that it is to be improved, is he, or not, injured if the farm is given back in the same condition as it was let to him?—I was going to say, that if there was a distinct understanding given in writing, or even verbally, I do not know that the case is exactly which the question contemplates; but if there be a distinct understanding that the tenant is to get the land at a lower rent, on the condition that he would improve it in a special way, it would be unjust to restore it simply in the same condition as he received it. I have in my view the whole course of tenants. The agricultural tenant appears to me to stand in every way on different grounds from the trading tenant; I do believe that the agricultural tenant is bound to restore the land, after a term, in a better condition than he found it, upon the ordinary rules, without any claim upon the landlord at all; but where the tenant lays out his capital in erections, by way of fixtures, or in any other special way upon the land, I think he has a definite claim upon the landlord.

89. Can you draw any distinctions between the public policy of a law which favours the tradesman in carrying on his trade, and a law that would induce an agricultural tenant to cultivate his land well, and use the proper instruments for the proper cultivation?—No; I think they should be placed upon the same footing, but I would make this distinction, that the tradesman need not erect those buildings. But then the question comes to this, that whatever he raises for the purpose of carrying on his business, he does erect, if he pleases to erect it, upon the certainty of being remunerated, or having the power of removal. The injustice appears to me to be done to the agricultural tenant, and that he is placed on a different footing; and if he uses extraordinary exertions, and erects buildings, it is to be presumed that he would not erect them unless they were absolutely necessary to carry on his trade as a farmer. It is unjust to place him on a dif-

ferent footing to other tenants, and say, you shall not have the power of removing those fixtures.

90. *Chairman.*] Are the Committee to understand that your answers, which have lately been given, referred to whether the landlord did or did not receive back his buildings in the same condition as he let them, and not to the general condition of the property ?—To the best of my recollection they were not entirely intended to apply to fixtures.

91. Mr. *Hayter.*] In the question that was put to you with reference to returning property back to the landlord in the same condition as it was received by the tenant, the question was intended to apply simply to fixtures, and to that species of machinery which is attached to the soil, and not to the general improvement of the land itself; do your answers that your have given apply to that class of question ?—They would certainly apply to fixtures; but I am afraid that in my answers I branched a little wider.

92. Mr. *Newdegate.*] It has been suggested to you that some difficulties have arisen, perhaps not unfrequently, with reference to the nature of fixtures; will you inform the Committee whether it would be necessary in some way to define what those fixtures are, for the purposes of agriculture as a trade, not for the occupation of a house as a residence, or for purposes of sporting, or any other purposes than those of agriculture as a trade ?—There are, no doubt, questions which have arisen very frequently as to what are trading fixtures; there have been a great many cases on that point. My answer, in fact, was independent of the particular question before the Committee; it was in relation to a general wish to simplify the law, and that one uniform law should be applied.

93. Then the power you would give to tenants of removal, would only apply to fixtures that were strictly applicable to agriculture as a trade ?—I should be disposed to go a little further; I should be disposed to define what fixtures are; which I conceive to be whatever are attached to the freehold, and may be removed. I should be inclined to go the whole length of saying that the tenant should remove everything coming within that description.

94. And that he should have the power of erecting ?—Yes; of erecting and removing.

95. Take the case of a tenant who is fond of coursing, and who builds a kennel upon his grounds; would you give him the power of erecting that upon any part of his occupation that might suit his convenience, and of removing it before the end of his term ?—I should be so disposed; I should say if he removes it and restores the land back to the landlord, without any injury to the land, I should be disposed to let him.

96. Supposing this building was so situated as to become a residential injury to the landlord himself, and that it were placed somewhere in a conspicuous part of the farm, immediately within view of the landlord's house ?—Then it would open another question; of course, if he used this power to the annoyance of the landlord, there would be an indictment or action for nuisance; he would be subject to the provisions of the law.

97. Do you think the law gives sufficient means to guard against residential injury ?—I can hardly understand the exact amount of injury. If there was an injury to the convenience and pleasure, or fair enjoyment of the land by the landlord, I think the law would protect that.

98. Supposing a case where there might be a disagreement between the landlord and tenant upon a lease, and the landlord's house looked upon a field which was under this lease, and the tenant built a wooden barn, and painted it bright scarlet ?—It would be exceedingly difficult to make exceptions to the law; but I should be disposed to lay down a general rule. As I have already mentioned, occasional cases of hardship might arise, but if these are any serious annoyances to the landlord, I think he would have his remedy.

99. Would not what you propose invalidate the remedy of the landlord as against such annoyances as I have described ?—I conceive not.

100. Mr. *Hayter.*] In such a case would not the landlord, if there were no contract, give a notice to quit ?—I conceive so.

101. If there was a contract, under that contract, he could not erect such a building ?—Exactly so; and it is to be remembered that if the tenant raised such an obstruction he would be obliged to remove it.

102. Mr. *Newdgate.*] Would that be the case with a tenant under an existing lease ?—It would depend upon the terms of the existing lease. I think the alteration

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alteration I have suggested would be valid in the absence of any express contract in the lease, or where there was no contract at all.

103. Then it would be applicable to the case of land under lease?—Yes; I conceive so.

104. And you do not think it would be necessary to guard against the possibility of such an annoyance?—I think it might be a case for special legislation.

105. Mr. *Hayter*.] Do you see any reason why that particular species of inconvenience should be guarded against by enactment rather than any other inconvenience that may be the subject of contract?—No; it does not appear to me to be likely to operate to such an extent as to be necessary to be provided for; it might be necessary for the Legislature to consider that.

106. Mr. *Henley*.] You have stated what your view would be as to the propriety of an alteration of the law generally. You may be aware probably that the practice is very common in many parts of England for the landlord to find timber and other materials for the use of the tenant, without any specified direction as to where those materials are to be applied. As to buildings erected by the tenant of which the timber was furnished to him for the purpose from the estate, what would your proposal be as to his taking that building away. Have you considered that case; and if you have considered it, what would be your view of the proper course to be taken in regard to such a case?—I have not had an opportunity of considering that case.

107. Are you aware that that practice exists to a very considerable extent?—Yes, I am aware of the custom.

108. Can you state your opinion to the Committee, or cite any cases as to what would be the proper mode of dealing with such cases?—I conceive that question to point to this; as to whether the erection of buildings from this source should make any difference in the general rule.

109. The raw material having been entirely furnished by the landlord, in your opinion can the tenant be allowed to remove that building?—No; I should say that that building, being erected under particular circumstances, he should not be allowed to remove it; that would be a fair subject for special legislation.

110. Then the next point is, what proportion of the materials so found by the landlord would, in your opinion, be proper to make the subject of special legislation?—I do not know how far the custom of the country might at all regulate that.

111. You having suggested a general alteration of the law, this being a proper subject to arise, you are requested to state whether you entertain any opinion upon that subject?—That is a case that has not occurred to me. My impression would be, upon that subject, that the tenant should not be allowed to remove the building.

112. Your proposal would be, generally to make a law to affect all existing contracts as well as future ones?—Yes.

113. In that part of England where the practice has been nearly universal, in which more or less the raw materials are found by the landlord for those purposes from the estate, do you think that, if the materials were all found, the tenant ought not to be allowed to remove the buildings?—In that case he ought not to be allowed to remove those materials. I should say that, in that case, it would be a matter of special legislation in favour of the landlord.

114. Taking the case of a wall of stone, the raw material being dug upon the estate without any payment from the tenant to the landlord, and timber being cut off the estate without any payment being made to the landlord, in such a case as that should the tenant be allowed to remove the building?—I should think that the case of the barn is stronger than the case of the stone wall, because those materials I presume to be of some value.

115. As there are practical difficulties in dealing with the case, and it being desirable to obtain the opinion of so experienced a gentleman as yourself upon the matter, you are requested to state what would be your opinion in the case of the stone being dug upon the estate, and the stone that makes the lime being dug upon the estate, and the timber used being cut upon the estate to form the building so erected?—I have never considered that question, as I have already stated; but my impression would be, if the materials were in fact found by the landlord, or obtained from the soil of the landlord, the tenant being only entitled to the surface of the soil for his agricultural purposes, that that would be a case where the tenant should not have the power of removing the building, and in

which the erection should be left for the benefit of the in-coming tenant and of the landlord.

116. Are you prepared to state what, in your opinion, the just proportion would be that the tenant should or should not have the right of removing; that is, what proportion of the materials of the building, having been found by the landlord, should or should not give the tenant the right of removal?—It comes to me as quite a new question, as a new view of the matter; I can only state my present impression would be in favour of the erection remaining on the land for the benefit of the landlord, and of the in-coming tenant; certainly that would be so where the whole of the materials were so furnished. Then, as to the proportion, it appears to me there would be extreme difficulty in legislating as to the proportion or the exact extent of the proportions of the erection, whether wall or barn; it would be difficult to legislate upon.

117. The general proportions in those cases are simple enough; it is those mixed cases which, in nine instances out of ten, are the real cases where the difficulty is found?—Yes.

118. Mr. *Newdegate.*] Is not it possible, with the distinction which you think exists between the case of a trading tenant and of an agricultural tenant, with reference to his right in respect of fixtures, that the difficulty may have arisen from the fact of the landlord's capital being, in most cases, joined with the tenant's capital, on making those permanent improvements?—I think that that, to some extent, may have had effect.

119. And that in fact they stand not only in the relation of tenant and landlord, but very often in the relation of co-partners in the capital employed?—Yes.

120. Mr. *Hayter.*] At present the law is, that such fixtures should belong to the landlord?—I conceive so.

121. Those improvements were effected partly by the landlord's materials and partly by the tenant's labour, and *à fortiori* they all belong to the landlord?—Yes.

122. In the alteration just suggested, would your answer apply to present contracts, not future contracts?—Yes.

123. Future contracts may be at the option of the parties, except so far as relates to persons under disabilities?—Yes.

124. A question would arise in cases where eases are held under parties affected by disabilities?—The fault of the present law is that the general rule is wrong; there must be exceptions arising from particular decisions or particular contracts; but I think that the general rule of saying that the tenant shall not have the power of removing the fixtures erected which are his own property, is wrong. I should like to see the general rule altered, and then, of course, fresh contracts might be entered upon, having regard to the new rule.

125. Mr. *Henley.*] Upon the new general rule which you would bring to bear in the case of existing as well as of future contracts, would you intend, if it was necessary, in your opinion, to make special provision for such cases as I have named?—I should say that would be a point to be provided for by special legislation.

126. Mr. *Hayter.*] Supposing there were any difficulty about meeting that particular case alluded to, it would not affect the other general rule of allowing all fixtures that are put up solely at the expense of the tenant to belong to the tenant?—No; if the Act were so drawn, as I should suppose it would be easy and proper to draw it, I am not sure that the question now put would be affected by the Act at all; therefore, the better way to provide for the difficulty would be simply to say (and that is the only just point to go to), that if the tenant at his own expense erects a fixture, that he shall have the power of removing it; that is the only extent to which I wish to see the law altered. If the tenant got his materials in the way suggested, he would not be benefited by the rule.

127. That is the qualification of the general proposition?—Yes.

128. Your view is this, that if the whole building or fixture be erected by the tenant, and at his own expense, it is advisable that there should be an alteration of the law, declaring fixtures or buildings so erected to belong to the tenant?—That, it appears to me, should be the law.

129. Sir *J. Trollope.*] You have stated with regard to machinery erected for agricultural purposes, we will take the threshing machine; that would not be removable by the tenant?—I think not.

130. A threshing machine, under those circumstances, you consider to be a fixture?—Yes.

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131. What makes it a fixture?—Its being annexed to the soil, or to something which is annexed to the soil.

132. Would that make it, in the eye of the law, a fixture?—Yes.

133. A thrashing machine is a movable machine, and not placed in the ground?—Then I speak in ignorance; I conceived that those thrashing machines were fixed in the land.

134. The building being in the land, and the machinery being movable?—That is sufficient, according to our law; if anything is affixed to the soil, and to the freehold, or affixed to that which is affixed to the freehold, it is a fixture; but as to the point of the thrashing machine, that has certainly been considered a matter of doubt. I am not aware of any cases being decided as to thrashing machines, but I conceive it would be to the landlord, if the machinery was fixed in the soil; if that is the nature of the machine, if it is merely placed upon the land, then it would not be different; each case must depend upon the particular circumstances.

135. There is no decision in the law with regard to that machine?—No.

136. Sir *C. Lemon*.] Are you aware of any instance in which the landlord has insisted upon his strict right of taking a steam-engine?—I am not aware of any such case.

137. Mr. *Hayter*.] Are you aware of any case where the question has arisen between heirs and executors?—Only from the books; there is a case between the heirs and executors, a recent case that came from Scotland; a case reported in Clark and Finnelly. The Committee may be aware that there is a case of a cider mill, but I do not mention that particularly, because some doubt was thrown upon it in that case. But C. B. Comyn decided in a case, that a cider mill that was affixed to the soil might be removed by the executors, that being a trade fixture. That is one of the strongest cases in favour of the trading tenant; I do not place much reliance upon that case, because it is very imperfectly reported, and was questioned in the recent case from Scotland.

138. Mr. *Henley*.] Have you ever known any case where a tenant leaving a farm has had the thrashing machine kept by the landlord?—I am not aware of any such case.

139. Have you ever heard of such a case?—I have heard the question raised, whether it could take place.

140. Have you heard it otherwise than as conversation, as a curious matter; has it occurred to you as a matter for legal advice?—I have heard it mentioned at a society I have the honour to belong to, and there it was considered a doubtful case.

141. *Chairman*.] Will you state to the Committee what are the foundations of law or custom on which the surrender of a farm by an agricultural tenant rests, as regards an in-coming tenant, and as regards the landlord. As to the remuneration for acts of husbandry where he has not received the benefit of manure, and where he has not received the benefit of the improvements generally?—I conceive that the law is this with respect to all unexhausted improvements by manure, or by husbandry, or by any other way, that the tenant is entitled to no remuneration whatever, either by the landlord or by the in-coming tenant, except, as I say, by the custom of the country.

142. Is not it the case, that in different districts of the country various customs prevail as to the remuneration which the out-going tenant is entitled to claim for the acts of husbandry that he may have performed?—So I have understood from witnesses; I understood so from a competent person only a day or two ago; in Devonshire no such custom exists at all; in other counties, as in Kent and Sussex, I have understood very large sums are always paid by in-coming tenants.

143. Is not it the case that in some parts of England the out-going tenant is by custom entitled to remuneration for certain acts of improvement done in the ordinary course of husbandry?—So I have understood; but with respect to that I merely speak not from my own information, but from general information.

144. Can you state to the Committee how far those customs, as customs, are binding in law or not?—I conceive they are certainly binding in law; that evidence of those customs may be given and will be received by a court of justice, and that they distinctly and expressly bind dealings in land of that description, but that they are exceedingly conflicting, and it is also difficult when it comes to the point to ascertain exactly what the custom is.

145. Can

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145. Can you state to the Committee whether a contract for remuneration for improvements entered into by a person having a limited estate in the land, contemplating therefore the payment to be made by his successor, would be binding upon that successor if this special covenant were not supported by the custom of the country in which the farm is situated?—I conceive that any agreement by a person having a limited estate would have no effect whatever if such agreement were not supported by a corresponding custom; it would be rendered valid by that custom. I conceive a tenant for life, or a person having such limited interest, except to the extent of his estate, can enter into no contract whatever with any tenant independent of settlement.

146. To put a special case: supposing in one of the eastern counties it were the custom of the country to consider the period of remuneration for draining to extend to 10 years, there can be no doubt that the contract between the landlord and the tenant to that effect would be binding upon the successor and the landlord; but supposing a landlord in one of the western counties to enter into such a contract, not being supported by the custom of the country, are the Committee to understand from you that that contract would not be binding upon his successor, and that so far as it was binding against himself it would fall upon the personal property he left behind him?—It would be so; it would not be at all binding upon the successor, and so far as he pledged himself and his representatives, they would be bound, and not the estate.

147. Mr. *Hayter*.] In fact no man can bind his estate beyond his interest in it?—No.

148. And if he attempts to bind it beyond his interest in it that contract fails, and custom takes the character of the law?—Yes.

149. Mr. *Henley*.] You have stated that, in your opinion, by the law of England, no tenant is entitled to remuneration for acts done on the land if he quits it?—Yes.

150. What is the law of England as to the right of tenants to deal with the land, as to taking the crop after the determination of the tenancy?—I believe that in most parts of the country an out-going tenant has advantages of that sort; he can come in and crop the land. I only speak of this from general statements.

151. Can you say whether that is so general as to amount to being irreversible; that is, that a Lady-day tenant quitting land on which he has sown a wheat crop without special contract, would, by the general law of England, be enabled to reap that crop?—I should say there was a general custom to that effect.

152. Can you state how far that general custom goes in other particulars?—No; I am not in a condition to state that.

153. Have you turned your attention to this point; whether or not that general rule of emblements have been varied by special custom, giving a more extensive right to out-going tenants in some counties?—I believe that has been varied. The doctrine of emblements only applies to certain cases of yearly tenants.

154. But that which comes under the general term of emblements has generally probably been the foundation of that custom?—Yes, I conceive so.

155. You cannot undertake to give the Committee any information as to the general law about emblements?—Not other than as I have stated; that the general custom is to that effect, and that it is so stated in the books; and, moreover, I have heard that it is supported by the general practice in agriculture.

156. Have you then taken, in regard to out-going tenants, what would be the right of the in-coming tenant; would he have any right; and if any, what, to come into the land?—I have heard also, that in some counties the in-coming tenant has the right.

157. What is your opinion as to any general right?—I should say there is not a general right as to that; I have heard that in some cases the in-coming tenant has a certain power.

158. You do not speak of that as amounting to a general power?—No, I have not found that stated in any law book, that I am aware of.

159. Mr. *Newdegate*.] Are there any landowners, or persons standing in the relation of landowners, who are by law incapacitated from binding themselves and successors to remunerate their tenants at the termination of the tenancy for temporary, durable, or permanent improvements?—I should say a large class indeed.

160. Should permanent or durable improvements be permitted without a cer-

tificate of its expediency being first obtained by competent persons, after a view of the estate?—That question appears to me to branch into the general question of legislation on what is called agricultural improvements. I conceive that there are such difficulties attending general legislation, except as to draining, perhaps, that I cannot advise the Committee to attempt any general legislation upon the general subject.

161. Supposing any landlord, or any other person to stand in the relation of landlord, having only a temporary interest in such land; for instance, a mortgagee in possession, whom it would be desirable to compel to remunerate his tenants at the termination of their tenancy, for improvements made by the purchase of artificial manures, or food for cattle or sheep; do you think it would be desirable to compel any such remuneration?—I see such great difficulties in the way of legislation on the subject of improvements, that the only extent to which I can go is, that I think the rule should be, that the right of the tenant to improvements should be admitted, but I feel very great difficulty in knowing how that right is to be enforced.

162. Can you tell the Committee whether if a landlord, who is in every way competent, of his own free will gives a tenant security for his improvements, in the event of the estate being sold, the tenant can recover from the vendor; or in the event of the landlord becoming insolvent, how can the tenant recover, especially in the case of entailed estates; is there any power of recovery?—That question suggests one of the many difficulties as to legislation; I will answer that question on that head if it be desired. I have stated generally that I do not see how the difficulties are to be overcome; we have a great want of information; we have, too, the conflicting custom of the country. I do not think we can have any beneficial legislation at present upon the subject; the question assumes that the person is entitled to the fee simple.

163. Yes; supposing he sells the estate, can the tenant recover?—I do not think he could. The question is this, supposing a person enters into a contract, as being seised in fee-simple, with a tenant, that he would be responsible for the improvements, and then he sells the estate, how far would that obligation affect the fee-simple that he sells. I conceive that it would not affect it, unless there was some agreement, or some understanding: if the tenant had this agreement endorsed on the title-deeds, or in such way that notice could be given of it, there might be some question raised then.

164. Mr. *Hayter.*] Is there any difference in that and in any other security that the landlord might give for anything else?—No.

165. *Chairman.*] If a landlord, in a county where a custom prevails of allowing a certain number of years' compensation for marling the land, were by special contract, in letting his land, to define that amount of compensation to run for so many years within the custom, and were subsequently to sell the estate, against whom would the tenant's remedy fall; you have informed the Committee that a tenant for life, entering into a contract to give compensation for improvements, in accordance with the custom of the country in which the farm is situated, would be able to bind his successor?—Not by his contract, but the custom operates.

166. Still, is not the custom, to a certain degree, varying in itself; and supposing the custom to vary between four and eight years, for a certain specific kind of improvement, would not it be competent to the landlord to define that custom by saying that the compensation in this particular letting should be for six years?—It would be so far evidence as to his opinion of the custom; but besides this, it is a general rule that a purchaser takes subject to existing leases, and is bound by their covenants.

167. Supposing a landlord to sell a farm, and he was under covenant to give this compensation, upon whom would the tenant, after the sale, come for the compensation?—If this were according to the custom of the country, and he could prove that, he would be able to establish the benefit that was agreed to be given to him.

168. Against whom?—Against the landlord for the time being.

169. In point of fact, you are well aware that those payments are always made by the in-coming tenant, and that the landlord knows very little about them?—He often knows very little about them.

170. Mr. *Hayter.*] He buys the land subject to the interest of the tenant on it?—Yes.

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171. *Chairman.*] In order to clear up the point as to the legal effect of this custom, suppose that an extreme case be put; that the landlord is not able to let the farm, and does not occupy it himself, then what remedy would the out-going tenant have? – So far as the advantage he would have in the case that has now been put it would be this, that he has two securities; one the custom of the country, and, according to that custom of the country, the in-coming tenant would pay those sums; the second would be on the particular contract with the landlord who had entered into that contract with him; and to the extent of his estate he would be bound by it. I think that the successor would not be bound to indemnify these out-going tenants. I conceive there is no custom of that kind, therefore all that the tenant can do is to claim from the in-coming tenant the sums that arise in this particular case.

172. To simplify the question, supposing no sale of the property to have taken place, and no contract to have been entered into between the landlord and the tenant, but that the same landlord remains at the cessation of the tenancy, and the farm has been held, as often happens, without any agreement, but merely according to the custom of the country, then in that case, if the landlord were unable to let the farm, and did not occupy it himself, against whom would the tenant have the remedy for the improvements he had made?—By the existing law he would have no remedy at all.

173. Mr. *Newdegate.*] In the case of a landlord selling an estate, having entered into an agreement with the tenant for improvements, and the landlord becoming insolvent, would the tenant have any power of recovery against the estate of the landlord?—The case I understand to be this: a person being seised in fee simple enters into a contract with a tenant for the restitution of improvements, and he subsequently sells the estate, and becomes insolvent, there is no notice to the purchaser of this contract at all, of course the purchaser takes the estate free from the obligation, and the tenant has no remedy except so far as the assets of the vendor are concerned.

174. Mr. *Hayter.*] In that case it is a personal contract between the landlord and the tenant?—Yes.

175. And becomes a personal contract?—Yes; it is not a contract that runs with the land.

176. There might be a contract to this effect, that the landlord might say your rent shall be abated till it is paid?—Yes.

177. And in that case the purchaser would buy the property subject to that liability?—Yes.

178. Mr. *Newdegate.*] In the case of an agricultural tenant agreeing to repair, would he be liable at the expiration of his tenancy to leave his buildings, gates, drains, and so on, in the same state as he found them at the commencement of his occupation?—I think so.

179. Mr. *Hayter.*] Reasonable wear and tear excepted?—Reasonable wear and tear excepted.

180. Mr. *Newdegate.*] In the event of a tenant leaving his land foul with weeds, or lowering its standard of productiveness by excessive cropping, understocking, or neglecting to purchase manure, what remedy has the landlord?—Whatever breach of contract was committed by the tenant, the landlord would have his action on the covenant, if the covenant were broken.

181. I put the case in the absence of a special contract?—It would depend entirely upon how far the state in which the farm was left, was contrary to the custom of good husbandry; but then it would be a very difficult thing to prove that point. A tenant may go a long way in injuring the farm with comparative impunity.

182. In that event, the landlord has no distinct remedy?—No, he has no distinct remedy.

183. Mr. *Hayter.*] Has he no remedy by action for cultivating contrary to the custom of the country and good husbandry?—Yes; but you must make out a very strong case against the tenant.

184. There may be a difficulty, perhaps, but still the remedy is by action?—Yes; as I stated before, the question is, whether the tenant has cultivated according to good husbandry, or whether, in fact, the neglect he has shown comes up to the mark; that is a question of evidence.

185. The right undoubtedly exists?—Yes.

186. Though there may be a difficulty in establishing it?—Yes.

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187. Sir *C. Lemon.*] The remedy would be the same as with respect to the title itself?—Yes, undoubtedly, and in the case of a lease there is an existing covenant to repair, and so on. In the case of a new lease there might be a covenant that a certain degree of good husbandry would be observed by the tenant.

188. Mr. *Newdegate.*] At the same time the remedy is not very distinct?—I conceive, as I have said, that the tenant may go a long way.

189. Without the landlord being able to recover?—I conceive so.

190. Mr. *Hayter.*] That arises from the difficulty of ascertaining what is good and what is bad husbandry?—Exactly so.

191. Mr. *Newdegate.*] In the event of a tenant over-holding, breaking up old turf, or doing other injury, should not the landlord have some summary means to eject or restrain, particularly in the event of injury to the property, where the injury to the property has occurred while the process of action was going on, being great?—He has now in some cases a summary remedy by injunction. I certainly think, however, if legislation was to be attempted on the subject of permanent improvements, it should be accompanied by remedies in favour of the landlord as well as in favour of the tenant. I entertain no doubt that those cases should be provided for in favour of the landlord, in the same way as the improvements in favour of the tenant. At the same time, as far as I see, I should not be disposed to legislate on that subject without further information.

192. Supposing that injury has been done by the tenant as described in the last question, and he becomes insolvent, has the landlord any remedy?—No, I conceive not.

193. To direct your mind to a special case: suppose notice be given to a tenant to quit, he not being under lease; of course, he being an annual tenant, there will then be six months to run; and supposing that he sows the greater part of his farm with charlock, which is a very noxious weed, has the landlord, in that event, any power of recovering damages?—I think that rather a question for an agricultural jury.

194. You cannot specify any remedy?—It would depend upon special circumstances; I cannot say how far it would be considered against the course of good husbandry.

195. Do you think there would be a remedy against a tenant for such an injury as that?—I do not consider myself competent to advise on this point.

196. *Chairman.*] You state that the customs of compensation for general acts of improvement are binding in those districts where they prevail; are you aware what has been the duration of these customs, and how far they have obtained, or can you inform the Committee what time is necessary to give them legal validity?—I cannot speak with any degree of certainty as to that. In one of the law books (Woodfall on Landlord and Tenant), I think there is a collection of those customs, or of what are considered to be the customs; and according to my recollection they vary very much as to their nature. Upon that point of evidence as to custom, it is one in which you must trace the custom back beyond legal memory. No custom can have any validity, except it be a custom of that nature. That is very much varied by circumstances; I once attended the Welsh circuit, and I used there to hear evidence of customs of this nature.

197. You state that in strict law the custom must be traced back beyond legal memory; what is that period?—I should say that it would be sufficient if it were proved to have been the custom 20 years. Those legal memories have been very much reduced; I should say that if a custom has existed 20 years, that would be a custom to go to a jury upon.

198. You consider, practically, a period of 20 years is sufficient to establish the validity of a custom?—Yes; I think if a competent person proved that he had known such a custom existing for 20 years, that would be sufficient to go to a jury upon. It is a question for a jury; the evidence is very conflicting very frequently; there is no certainty as to it. It appears to me to leave the law in a very unsatisfactory state as to the rights upon such points, depending, as it does, only upon this conflicting evidence as to custom; which custom certainly does not exist at all in some parts of the country.

199. You consider the law, as to the custom, in a very unsatisfactory state?—The law is in a very unsatisfactory state as to that. I can easily understand that in different parts of the country the nature of the land requires different customs to exist.

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200. Mr. *Henley.*] With your full knowledge of the inconvenient state of the law, you are not prepared to recommend legislation upon it at present?—No, not until we have further evidence; except that, as I say, I am in favour of what I call the right of the tenant to unexhausted improvements.

201. *Chairman.*] You have stated that your professional pursuits have not led you to any minute investigation of these varying customs?—No; it has only come before me incidentally, but I have no actual experience upon the subject.

202. And you have not, therefore, sufficient acquaintance with those customs to recommend any particular line of legislation, without further information?—No, I am not competent to enter into that.

203. Sir *C. Lemon.*] You have mentioned that you could not advise the Committee to adopt any legislation with respect to the points your mind has just been directed to?—That is so.

204. Is there any improvemement that you could advise in relation to any alteration of the law, excepting as to the power of removing buildings, whereby the agriculturist should be put upon the same footing as the trader?—I feel less difficulty as to draining, which is a thing that I think might be ascertained; but I feel less difficulty as to draining than any other matter.

205. Upon that subject, I think you said it was inexpedient to adopt any alteration of the law?—I should say so, without further evidence. If there were a body of evidence collected upon the subject, then it is possible that legislation might be advised upon it. At present I do not think there is sufficient evidence upon the subject.

206. It is your opinion, that if an alteration of the law be expedient on any point, it is with regard to drainage?—Yes.

207. That would be more manageable?—Yes.

208. But even on that subject you do not recommend any legislation?—No.

Jovis, 16° *die Martii*, 1848.

MEMBERS PRESENT:

Earl of Arundel and Surrey.	Sir C. Lemon.
Mr. Bouverie.	Mr. Moody.
Mr. Burroughes.	Mr. Newdegate.
Mr. Hayter.	Mr. Philip Pusey.
Mr. Henley.	Sir J. Trollope.

PHILIP PUSEY, Esq. IN THE CHAIR.

Mr. *William Hesseltine*, called in; and Examined.

Mr. *W. Hesseltine*.

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209. *Chairman.*] YOU are a farmer in North Lincolnshire?—Yes.

210. In the village of Worlaby?—Yes, in the village of Worlaby.

211. About what number of acres do you occupy?—1,557.

212. Is it chiefly arable?—A little more arable than grass; about 1,000 acres arable; the remainder is grass.

213. The land you occupy is on the chalk hills?—Yes; the high land, and the other is low land upon clay.

214. What is the nature and character of your arable land?—It is a light loamy soil, sand mixed with it; a seam of sand above the chalk.

215. When was it your family began to occupy this farm?—In 1812.

216. What was the state of the land when your father took it?—It was in a very bad state of cultivation; only just broken up from heath; they had not got it into any sort of state for growing corn.

217. What should you say was the produce of the wheat?—It was in such a state that it would scarcely grow wheat; not more than two quarters an acre.

218. What sort of wheat did it grow?—It was of a very indifferent quality; it used to be mildewed.

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219. How did your father set about improving this farm?—He first began with liming and using bones.

220. And did he continue the liming?—He did not continue the liming long; some land had been chalked in the adjoining village that appeared to answer very well; then he began to chalk in 1815 or 1816.

221. Will you describe the process of chalking to the Committee?—All the fields contain chalk within some 16 or 18 inches of the surface, and pits are made; and it is carted and spread upon the land.

222. What quantity do you put upon the land?—About 90 cubic yards to the acre.

223. What do you consider the expense per acre?—From 55*s.* per acre to 3*l.*

224. Has that produced a very beneficial effect upon the farm?—Yes, a very beneficial effect.

225. Has it altered materially the quality of the land as a wheat-bearing soil?—Yes, more particularly for turnips in the first instance.

226. Previous to the chalking, were the turnips an uncertain crop?—Very uncertain; it would not grow any turnips before it was chalked; they would grow very well until they got singled, and then they would be affected with the grub, and go away.

227. Do you now get good crops of turnips?—Yes, very good indeed now.

228. How many sheep can you winter to an acre of turnips?—About 10 sheep to an acre.

229. How many acres of turnips do you generally have?—I generally have about 250 acres; it is managed on the four-course shift.

230. So that you winter about 2,500 sheep?—Yes, generally.

231. Can you state how many sheep could have been wintered before your father's occupation of the land upon the same farm?—One-fourth probably would be as much as it would keep.

232. Has this operation of chalking not only been beneficial to your farm, but beneficial to any large tract of country in your neighbourhood?—Yes, to a large district in our neighbourhood, all the way from the Humber up to Louth; I do not know the district beyond that; I am speaking of the range of hills going from the Humber quite round the Wolds, that is as far as I have been in that district.

233. Has this range of chalk hills been improved generally in the manner you describe?—Quite so.

234. Is chalking considered there as an essential foundation for the improvement of the land?—Chalking is the first step to improving it.

235. On what tenure is the land generally held; by lease, or from year to year?—It is yearly tenancy.

236. On what security do the tenants engage in this large outlay for improvement?—It reaches over seven years; that is all I think they allow.

237. Whatever money the tenant lays out in this operation of chalking is divided over a period of seven years, and if he quits the farm before the expiration of that period, he receives in proportion, according to the number of years unexpired?—Yes.

238. Is that the custom of the country?—Yes.

239. What other compensations are allowed to Lincolnshire tenants for improvements?—We are allowed for bones.

240. What is the allowance for bones?—Three years.

241. Is it always three years?—Always; it used to be four; it is reduced to three.

242. Why has it been reduced to three?—On account of the bones being ground smaller than they used to be.

243. And it being supposed, in consequence, that their lasting effect is not so good?—It is not so lasting, being reduced finer.

244. Are there also compensations for durable improvements of the peat land by claying it?—Yes, by claying it.

245. Have you conducted that operation on your own farm?—Yes, to a large extent.

246. Be so good as to describe to the Committee your method of claying the peat land?—In some parts the plough will fetch up clay; in other parts the clay is eight or nine inches below the peat soil, it is then trenched and spread upon the land every five yards.

247. How

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247. How deep are the drains?—About 15 inches.

248. What is the expense of that?—35 *s.* an acre.

249. On peat land, generally, the crop of wheat is very uncertain, previously to claying it?—Yes.

250. And of very inferior quality?—Yes.

251. What should you say was the produce and value of the wheat grown on unimproved peat land?—I have had wheat weighing as little as 15 stone of 14 lbs. a sack.

252. How much is that a bushel?—It is about 52 lbs.

253. And what would be the amount of the produce?—The produce varies according to the seasons; when the quality is bad the produce is very short; and in very favourable seasons, when the quality is good, there is a fair quantity.

254. Has this operation of claying the effect of increasing the produce as well as improving the quality of the wheat?—Yes.

255. So that what could not before be called wheat land has become wheat land?—Yes, by claying and liming.

256. Is that a process which has been adopted to any extent on the fen lands of Lincolnshire?—It is generally done in the lower level.

257. What allowance is made for that?—It expires in five years.

258. You have stated that you have tenant-right for chalking the wolds, for claying the fen land, and for the application of bones to both descriptions of land; have you also any allowance for oil-cake purchased for your cattle?—That is generally allowed in the neighbourhood now.

259. What allowance is made for that?—I believe half of the last year's cake bill, provided it has been on an equality with the three preceding years.

260. That is, you have an allowance of half a year's cake bill, provided there has been no increase over the average quantity of the three previous years?—Yes.

261. Is cake generally given to cattle in Lincolnshire?—Yes, to a great extent.

262. Sir *J. Trollope.*] And sheep too?—Yes, we use a great deal for sheep upon turnips, and also give it to sheep upon seeds.

263. *Chairman.*] Is the allowance graduated over the three years; are all those allowances divided equally?—They are divided into three equal parts.

264. Do you consider the employment of cake in feeding the stock essential to the amount of produce which you now obtain on those improved Lincolnshire farms?—Yes.

265. On what ground do you consider the tenant entitled to an allowance for the cake which he has given to his own stock?—It improves the manure so much; the better the stock is kept, the better the manure is.

266. Is it generally considered that the expenditure for cake does not remunerate the farmer, so far as the improvement of the stock goes which consumes that cake?—No; if we get half the benefit of the cake in the stock we are very well satisfied.

267. You consider that if the beast is improved to the extent of half the value of the cake which he eats, you have done well?—Yes.

268. Do you reckon the straw for anything that you have given the beasts?—No.

269. It is the practice, is not it, with many Lincolnshire farmers to keep beasts in the straw-yard during the winter, eating straw and cake?—Yes, to consume the straw to make manure; and unless the beasts had cake they would be reduced in value by living entirely upon the straw.

270. And the manure would be worthless?—Of course the manure would be worth a great deal less.

271. To what extent do you consider that those various improvements which were based upon the Lincolnshire tenant-right have increased the productiveness of your light soils?—Generally speaking, I should think one-fourth.

272. To take your own farm, though going back a considerable period, should you not consider that you have improved it to more than that extent?—Yes; take it from its natural state, when first broken up from heath, it has almost doubled.

273. The produce has doubled?—I am taking it from its natural state.

274. You received it almost in its natural state?—Yes, very nearly so.

275. Has the landlord derived any advantage from those improvements?—Very great advantages.

276. Without inquiring into the particulars of your rent, has your rent generally been raised?—The rent has been in one instance doubled, and is nearly as much as that now.

277. Are you speaking of your own farm, or of the district generally?—Of the four farms in the village.

278. Has that rise of rent been from the increased price of corn?—I believe from the improvements of the land.

279. You are aware that the price of corn has fallen very much since that time?—Yes, it has, but during that time corn has fluctuated very much; it is too highly rented at the price of corn now. If corn gets lower, it will be a great deal too highly rented.

280. Do you apply artificial assistance to most of the crops in your rotation?—Yes, all of them.

281. To every crop?—Yes, to every crop.

282. Describe to the Committee, if you please, in what way you apply that artificial assistance, beginning with the turnip crop?—We use a fair quantity of dung and bones for the turnip crop on the land that has been previously chalked.

283. You put in your turnips with dung and bones both?—Yes.

284. How do you feed off those turnips?—When we feed the turnips off, we give the sheep oil-cake as well.

285. Do you draw any turnips?—A very few, just where the nets are drawn across, and by the hedge sides.

286. You feed off the whole of the 250 acres?—Yes.

287. Then the cake you use as artificial assistance to the barley crop to follow?—Yes.

288. Then after the barley come the seeds?—Yes.

289. Do you use any cake in feeding off the seeds?—Yes.

290. You mow one crop?—Some part of the seeds we do; probably a fourth.

291. How do you prepare the land for wheat?—If we have not a sufficiency of dung we use guano. I have used a great deal of it, drilled in with the wheat.

292. So that in your four-course shift you apply some artificial means to every crop?—Yes, to every crop.

293. Can you furnish the Committee with the agreements on which those agreements have been made?—This is the first agreement when any allowance was made, that is, in 1826; that is the first agreement we had with respect to compensations. (*The Witness produced a copy of the Agreement.*)

294. Sir *J. Trollope.*] Is that your own agreement?—No, it is my father's.

295. But it is for your own farm?—Yes, for the farm I have now.

296. Mr. *Burroughes.*] Did you go in in 1812?—No, 1832.

297. Sir *C. Lemon.*] Is that the usual form of such agreements?—Yes.

298. Is that same form generally preserved now?—It is upon a stamp upon parchment, the one I have now. I have three or four others, as the rents have been changed.

299. Mr. *Henley.*] Are they with more extensive allowances?—No; the one I had in 1844 is confined to the custom; the provision states that I am to be allowed the custom of the country.

300. Sir *C. Lemon.*] Does that particular agreement specify the terms?—It does.

301. Mr. *Moody.*] When was the rent doubled as you have stated?—At the time of the agreement of 1826.

302. Then on the rent being doubled you had inserted that clause as to being allowed compensation?—Yes, for the general improvements in the land; there would be an advance of corn at that time, perhaps; my father objected to take it at the advanced rent unless he could have covenants to protect him; he had done a great deal to the land, and the owner had wished to have all the rent that he could get, and my father objected to take it again at the advanced rent, unless he could have a covenant to protect him.

303. Sir *J. Trollope.*] You hold under a non-resident landlord?—Yes.

304. *Chairman.*] You have stated to the Committee the improvements that have been made on two large districts of country, the chalk lands and the fens of Lincolnshire?—Yes.

305. Have improvements of a similar extent been made by the tenants on another large district called the Lincoln Heath?—Yes, I believe so.

306. Is it your opinion that tenants holding from year to year, and occupying similar farms of light land on the chalk district, could prudently engage for those various large items of expenditure out of his own pocket without some covenant on the part of his landlord giving him such compensation as is now given by the custom of Lincolnshire?—No, I do not suppose any man with a capital to take a farm in our neighbourhood would do such a thing.

307. Mr. *Newdegate.*] Your farm most likely did not require large drainage; not very extensive drainage?—No.

308. In short, it is a sub-drained soil?—The grass land about the middle range below the hill was wet and has been under drained.

309. It is a small section of the farm?—Yes, a small part of it.

310-11. Will you inform the Committee whether this land requires large outlay on the part of the landlord?—For under draining: the landlord found tiles and the tenant put them in.

312. And in other districts of Lincolnshire, for instance, below the Wolds, the drainage has been much more required, and the expenditure on the part of the landlord has been much larger?—Yes.

313. *Chairman.*] Will you describe to the Committee the custom of giving up land from the outgoing to the incoming tenant as to acts of husbandry?—The outgoing tenant would be paid for any corn or seeds sown.

314. Then the tenant is entitled to reap of what is called the away-going crop, the reaps of wheat and barley?—Yes; the quantity varies very much.

315. Then does the outgoing or incoming tenant put in the wheat?—The outgoing tenant puts in the wheat.

316. Then the incoming tenant who enters at Lady-day is entitled to the use of the seeds?—Yes.

317. What does he pay for the use of the seeds?—He pays for the seeds sown the previous year, and the labour of sowing them.

318. Then who prepares the turnip land?—The outgoing tenant.

319. The outgoing tenant ploughs up the wheat stubbles?—If he agrees with the incoming tenant; if the outgoing tenant were to plough them up he would be allowed according to the custom of the country.

320. Has the incoming tenant a right of entry at the preceding Michaelmas?—The entry is on the 13th of February for the fallow land.

321. That would be rather late for ploughing up wheat stubbles for turnips?—Yes.

322. Then in point of fact the outgoing tenant gives the wheat stubbles one ploughing in the winter, and is compensated for it by the incoming tenant?—Yes, that is generally the case; it is to the interest of both parties; if the outgoing tenant is at liberty with his horses he is glad to do it.

323. Sir *J. Trollope.*] There are cases where the incoming tenant is allowed to come in and sow his wheat?—No, he would have to pay the outgoing tenant for sowing it, also for the eatage of the seeds to the 6th of April.

324. Are you employed at all as valuer between the outgoing tenant and incoming tenants in your district?—No.

325. You do not know the general practice in other farms; you are speaking of the practice you are confined to by your own agreement?—Not exactly, but others are very similar.

326. One practice prevails throughout, generally, I suppose?—Generally.

327. Have you known any allowance made for guano?—No.

328. Are you aware whether it is considered a permanent or a transient manure in that district?—I do not think that has been decided; I have spoken to one or two gentlemen who arbitrate a good deal, and they would allow, but have not decided the allowance.

329. The principle is not established for what time guano is to be allowed for?—No.

330. You state that you practise entirely the four-course husbandry?—Yes.

331. Do you never let your seeds lie a second year for pasturage?—Occasionally, but very seldom.

332. In any case you would want ordinary manure before working it up for wheat?—Yes.

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333. Do you usually manure the whole of your seeds for wheat; you say you use dung and guano?—If we have not a sufficiency of dung we apply guano.

334. You do not use them both in conjunction?—No; we manure with dung, and make up the remainder with guano.

335. If you have 250 acres of wheat, is the whole of it manured?—We should not have sufficient to manure all our turnip land and wheat land.

336. But the greater proportion is manured?—Yes; the greater proportion.

337. Has the landlord assisted you in the great improvement you have done?—Not at all.

338. Has he put up any buildings?—He has found materials for building.

339. Have you any agreement with your landlord or his agent with regard to buildings if you give up the land?—No; this agreement of 1844 says I am to have materials found, and leave the buildings in good repair.

340. Whose property would those buildings be in case you quitted your occupation?—The landlord's.

341. You would not be allowed for them in going out?—No, nothing at all.

342. Has your landlord furnished you with any drainage tiles?—Yes.

343. Should you be allowed for any land drained on your farm if you quitted your occupation?—No, not any whatever.

344. Not even for land drained in one, two, or three years?—No.

345. Then you would be at the loss of the labour?—Yes, I should be at the loss of the labour.

346. And probably drawing the tiles from the kilns?—Yes.

347. Have you no clause in the agreement to be allowed for work in draining?—No; a certain sum of money is to be allowed yearly for drainage tiles, with the sanction of the landlord or agent.

348. Mr. *Henley.*] You have stated that yourself or your father entered upon the occupation of this land in 1812?—Yes.

349. Under what agreement or terms did you enter it?—I am not able to state as to that; I have no idea; I never saw the old agreements.

350. Do you know whether there was any custom in existence in that part of Lincolnshire that would have secured to your father any payment under the head of chalking, clay, or bone?—No, there were not any customs then; he could not have recovered anything.

351. Was there anything that you know of in the agreement under which he held the farm that would have entitled him to any such thing?—I believe there was not; I have heard him say there was not anything at all.

352. Do you consider that other farms in that neighbourhood were under the same, or under different circumstances?—Under the same circumstances at that time.

353. Was there then much improvement of the nature you have described to the Committee carried on in that neighbourhood?—No, there was nothing allowed previously to that.

354. At the time you speak of?—No, I should think not.

355. Between 1812 and 1826 were there any improvements of the character you have spoken of to the Committee carried on by other parties besides your father?—Yes, generally in the neighbourhood to some miles round about.

356. You have said, after distributing the operation of chalking the land, it has enabled you to produce turnips to that extent that you could winter 10 sheep to an acre on the farm?—Yes.

357. Do you mean that to apply solely as to the effect of chalking, or that it resulted from the additional manure of bones and other articles you have spoken of?—To both; to chalking in the first instance.

358. And taking the whole of the mode of agriculture now practised, you are enabled to winter 10 sheep to an acre?—Yes.

359. Then are this Committee to understand that, under the agreement existing in 1812, the tenants still made all those improvements you have spoken of?—Yes.

360. Without any such agreement all those vast improvements that you have spoken of took place?—Yes, between the two periods.

361. Do you know at all whether the system of chalking extends beyond your own immediate neighbourhood?—Yes, it does to a great distance.

362. You

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362. You have described these lands you have spoken of as being merely in a state of nature, and not cultivated before 1812?—Very little of it was cultivated before that time.

363. Have you any opinion you can offer the Committee as to the efficacy of chalk after 20 or 30 years?—I believe the first land that was chalked was in 1820 or 1821; the land does not require fresh chalking; that is the longest period I have had any put upon the land.

364. That is a little over 20 years?—Yes.

365. Do you know the general opinion upon that subject as to the future land that has been so chalked?—I do not know that there has been any land chalked a second time; there has been land done longer than that without being chalked again.

366. Do you know the Essex proverb as to chalk, where chalking has been carried on 100 years or more?—No.

367. You have told the Committee a great deal about the quantity of oil-cake consumed on the Lincolnshire farms; as to the value of that oil-cake to succeeding tenants, much depends upon the quantity of manure that is caused by it; the question refers to that part which is consumed by cattle?—Yes.

368. In grazing farms with no arable land, and consequently no straw, which would be the value to the succeeding tenant of the quantity of oil-cake given to bullocks, what would be your opinion under such a state of things as that, of the value to the succeeding tenant?—Equally as much, or probably rather more.

369. With no straw to make any dung?—Of course the dung that the cattle make; by having hay, would make better dung.

370. Supposing the manure that we see in cow-houses and those places, made without straw, put out into the weather, how much of that would remain for the incoming tenant?—I should think it would be in about the same proportion.

371. Have you seen that state of things?—No; I generally mix my manure altogether.

372. Speaking of places where there is no straw and no dung of that kind to mix, how would that bear upon the incoming tenants?—I should say the outgoing tenant would be entitled to the same allowance in proportion.

373. Under those circumstances you think the outgoing tenant would be entitled to the same allowance?—Yes, I think it is equally as much benefit to the outgoing tenant.

374. Do you think that the outgoing tenant would leave as much to the incoming tenant as where he feeds with oil-cake upon the land with sheep?—Yes, I think the same proportion of dung is left, and the greater the quantity of cake the better the dung, the benefit being to the incoming tenant.

375. The benefit is in proportion to the quantity and quality?—The quantity of cake used.

376. The benefit from the quantity of cake used would be in proportion to the quantity and quality of the dung made, would not it?—It would be to the benefit of the incoming tenant, and the quantity of cake consumed by the outgoing tenant would be in proportion to the quantity.

377. And made by his consumption?—Yes.

378. Is not the quantity and quality of dung very small by having no straw mixed with it; do you think the improved quality would make it equal to the larger quantity produced by having straw mixed with it?—Yes, I think it would.

379. With regard to bones, you have stated that there is an allowance of three years?—Yes.

380. And that with regard to guano?—There is no period fixed.

381. They do make some allowance?—Yes; I have been speaking to one or two arbitrators upon the subject, but they said that they had never had a case come before them for their decision.

382. Can you inform the Committee when the customs you have told the Committee about first became general in other parts of Lincolnshire?—I should think very soon after 1826.

383. Do you know, either from your own knowledge or communication with your neighbours, whether the great improvement which is well known to have taken place in the Lincolnshire husbandry, took place antecedent to those customs or subsequent to those customs?—They took place antecedent to those customs.

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384. Then the tenants had either that confidence in those they held under, or the profit was so great to themselves that they made those improvements without the recognition of that custom?—Yes, they did.

385. Mr. *Hayter.*] You have been asked with regard to the value of the oil-cake, when given alone to cattle and sheep; did you ever know cattle and sheep feed alone on that, without hay or straw?—No.

386. Do you think they could?—No, I think not.

387. As to the mode of feeding beasts by cake; you stated that cattle are fed in the yard with straw and oil-cake during the winter?—Yes.

388. And that with that oil-cake there is that other mixture which makes the mixed manure more valuable?—Yes.

389. How do you feed your sheep during the winter and the spring?—We give the sheep cake when they are upon turnips in the winter, and we give them cake when they are upon seeds in the summer.

390. You stated that your seeds were partly fed off, and partly mown?—Yes.

391. Do you give any cake with that which you feed off?—Yes.

392. And how do you manure that which is mown?—We generally manure it as soon as we get the clover off.

393. Do you feed the clover off, or cut it twice?—We feed off the clover.

394. Then the whole of the seeds are fed off, either the first or second time?—Yes.

395. Have you got a steam engine or thrashing machine on your farm?—No.

396. Do you know what the custom is in that part of the country with respect to thrashing machines; to whom do they belong, the landlord or the tenant?—I believe they would belong to the landlord; the building would, at least; the thrashing part would probably be the tenant's.

397. You do not know, in fact, from your own personal experience or knowledge, how that matter stands?—No, I do not.

398. With respect to the outgoing tenant, is the outgoing tenant compensated for all the labour he does upon the farm, up to the 13th February, according to the course of good husbandry; for instance, ploughing up the stubbles to grow pease or beans?—Yes.

399. Is the land to the extent it is prepared by the outgoing tenant compensated for by a payment to the outgoing tenant?—Yes.

400. Any land ploughed for the incoming tenant; the outgoing tenant will be paid for all the labour he does upon the farm consistently with good husbandry?—Yes.

401. How do you ascertain as between the outgoing and incoming tenant, or between the outgoing tenant and the landlord, which is the same thing, the amount and value of the oil-cake that has been consumed?—By producing the bills.

402. By producing what bills?—Of the purchase of the cake.

403. Then whatever quantity you may consume, you would be entitled to that degree of compensation arising from the quantity consumed?—There would be the bills produced for the last three years, and then we should be allowed for half the average of the bills.

404. The production of the bills is between the outgoing tenant and the incoming tenant conclusive evidence of the consumption?—Yes.

405. What length of time is allowed for oil-cake?—Half of the last year's cake bill, taking the average consumption of the three years.

406. Mr. *Henley.*] It must not exceed the average of three years?—No.

407. Sir *J. Trollope.*] Have you ever clayed your peat land twice?—Yes.

408. Do you find any benefit from that?—Yes, very great.

409. And you would be allowed the same proportion for the second claying that you would for the first?—Yes.

410. Mr. *Burroughes.*] What is the average quantity of cake that would be consumed upon a farm of the same size as yours?—It would depend upon the quantity of the straw and the quantity of cattle to consume it.

411. One man may be a bad judge of buying cattle, or waste his straw; you say the outgoing tenant is allowed half the cost of the cake for the last year, provided the average quantity of three years was taken; what would be a fair average?—I produce the three years' bills.

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412. What is the average quantity which you would consider a fair average?—For beasts of two or three years old it would be 50 *s.* worth of cake, at the price it is now.

413. For how many beasts?—That depends upon the quantity of land.

414. Taking your quantity to be 250 acres of turnips, and as you farm under this four-course system, of course you would have 250 acres of each sort?—I have as many as 150 head of beasts.

415. Sir *J. Trollope.*] All forward cattle?—No; some are out at grass.

416. The forward beasts for the next year would be in the yard with cake?—Yes.

417. Do you winter the whole of your beasts yourself?—Yes.

418. Do you ever take in any beasts of other people?—No.

419. Is not that a common practice?—Yes.

420. Is it the practice that gentlemen having marsh land, so that they cannot find straw enough, give a certain portion of cake on another man's premises, he finding the straw gratuitously?—Yes; the straw is generally given, and the attendance to the cattle.

421. The owner of the beasts giving how much cake per head?—Giving them perhaps 2 lbs., or 3 lbs., or 4 lbs.; according to the size of the cattle. I have known as much as 4 lbs.; many of the Wold farms have no grass land; they have to buy cattle to eat the straw, or take in cattle being sent with them.

422. Have you no grazing land to keep beasts?—I generally sell my fresh beasts in the spring.

423. *Chairman.*] Have you not heard of an agreement being made, that a man should send his cattle into the Lincolnshire tenant's yard, and that the tenant should not only find the straw, but pay for a portion of the cake eaten by the other man's beasts?—Yes, I have heard of that.

424. Sir *J. Trollope.*] To increase the value of the manure?—Yes.

425. Mr. *Bouverie.*] How do you ascertain the value of the claying and boning and the other allowances; is there a certain allowance per acre?—The bills are to be produced; the custom is to allow the last year's bones bill, provided there has been a nearly equal quantity used for the last three years.

426. And for claying?—You must produce the labour account and the cost of it; the same with marling. The pits are measured by a competent person, and the account is made out.

427. Mr. *Henley.*] Are the Committee to understand that the customs you have described apply to the Wold district of Lincolnshire principally?—Yes.

428. Do they apply equally to the bones?—Yes, to the lime, bones, and clay.

429. That is general throughout the country?—It is in my neighbourhood; I think it would extend to a great distance.

430. Mr. *Newdegate.*] The customs according to your evidence relate solely to the South Wolds?—No; I am only five miles from the furthest north point.

431. Your evidence relates to the Wolds?—Yes.

432. Do they practise those customs on heath and the fens?—I am not competent to give a decided opinion as to the heath. I know several of the tenants, they use a great deal of oil-cake and bones; that is the principal tillage there for improving farms.

433. Even including the wolds, fens, and the heath, that would not include the whole of Lincolnshire?—No.

434. Can you form any idea of the proportion of Lincolnshire that would be included by that?—No, I cannot.

435. Not one-third?—More than one-third; probably half, to take the low land.

436. Taking the fens?—Yes, the fens and the wolds, leaving out the good strong land; I do not know the extent of that at all.

437. Then your evidence does not extend to the land of Lincolnshire, except the wolds, the heath, and the fens?—Chiefly to the chalk soils in the northern part of Lincolnshire. I should not wish my evidence to go for the heaths; I do not know sufficient of that part; but I have seen the tenants, and have some idea how they go on.

438. Sir *J. Trollope.*] On those heaths, is not it your belief that the system of management is very similar to what you describe as being used on the chalk formation?—Yes; they do not require chalk.

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439. Except the chalking?—Yes, the four-course system.

440. Is not the rotation of husbandry the same?—Yes, as far as I know.

441. The use of oil-cake is extensive?—Yes, quite as much, or more.

442. Sir *C. Lemon.*] When a large sum of money is to be laid out in chalking or claying land in that way, is it the custom of the country to come to any understanding previously with the landlord?—No, it is left with the tenant principally.

443. Mr. *Bouverie.*] You said that the original custom as to boning was to allow four years?—Yes.

444. And that is reduced now to three?—Yes.

445. Is that under an agreement?—That is the custom; I do not know how it originated. In the 1826 agreement it was four years; three years are considered long enough now.

446. When you first began improving in 1812, was there any custom with respect to improvements of this kind?—No, none at all.

447. The custom of the country was merely confined to acts of husbandry?—That was all.

448. *Chairman.*] It appears that in Lincolnshire the custom of giving compensation for those improvements grew out of the improvements themselves which the tenants made with confidence in the continuance of their holding?—Yes.

449. If you were to be offered the taking of 1,500 acres of land on the chalk hills of Berkshire or Oxford, and you were to be told that the custom of the country would not allow the landlord to give you any compensation for chalking the land, or marling the fen, if there was any, or for the use of bones, or for the use of cake, should you be disposed to occupy that farm in the same way in which you occupy your Lincolnshire farm?—No.

450. If the landlord were unable to give you a covenant, if the law did not allow him to give you any covenants, and you had to run your own risk in making those improvements, you are asked as a man of business whether you would be disposed to chalk all those 1,500 acres, and to improve them in the other modes you have described?—No, decidedly not, without covenants for compensation.

451. Sir *C. Lemon.*] Should you not look for compensation by reduction of rent in that case?—If there was any security given; the tenant must have security for laying out money. A man occupying 1,000 acres of land, and improving it, must have security. Various circumstances happen between landlord and tenant, which perhaps they do not anticipate, and neither wish to see; but they do happen, and those circumstances render it necessary. I have a friend in Yorkshire who used a very considerable quantity of cake on 1,500 acres of land; he used more than 100 tons a year. I have known him pay 700 *l.* for bones; he had no covenants; the landlord said, "there is such confidence between us, you do not want anything of that kind. I am highly satisfied." It turned out, however, that the landlord gave the tenant notice to quit, and he went and asked the cause. The landlord said, he thought in the first instance he had too much farming; and in the second, the land would bear more rent putting upon it. The tenant said, "I think it is very hard from what you had stated to me a year and a half before, that there was no occasion for any covenants." However, the fact of the case was, that the tenant left, and there was no compensation for bones or cake.

452. *Chairman.*] Taking the case of a farm of 1,500 acres of chalk land, which may be worth, say about 12 *s.* an acre, would not it be a very large reduction indeed upon the rent that you would require to compensate you for the outlay of towards 3 *l.* an acre in chalking the whole?—Yes, of course it would.

453. Mr. *Hayter.*] That security you referred to might be obtained by lease as well as by custom?—Yes.

454. Mr. *Bouverie.*] Your friend is not likely to do the same thing over again?—No.

455. Mr. *Hayter.*] Supposing the landlord dies, or supposing the property is sold, that same result of insecurity of tenure, in case of tenancy from year to year, would arise?—Yes; there is such an uncertainty, it is not safe at all; it is no matter how good a landlord he may be, there may be circumstances arise that he cannot avoid.

456. Good husbandry depends upon security of tenure, granted by lease or custom?—Yes.

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457. As to the drainage; in your agreement with your landlord, there is a provision made with respect to drainage?—Yes.

458. That provision is, that the landlord is to pay for the tiles, but that the sum the landlord is to pay is not to exceed 14 *l.* a year?—Yes.

459. And the landlord paying that limited sum in respect of tiles, all the labour of the draining is done by the tenants?—Yes.

460. Is that the custom, or is it only in your particular instance by agreement?—It is mostly the custom in our neighbourhood; in one case they drain upon a 14 years' lease; the tenant finds the tiles and labour, and it runs out in 14 years.

461. Sir *C. Lemon.*] He does the whole himself?—Yes.

462. Mr. *Hayter.*] That is by contract?—That is by contract.

463. Do you know any custom as to dealing with the property between landlord and tenant, in respect to drainage in Lincolnshire, where the result you have spoken of has obtained anything like custom?—No.

464. To what extent do you say this custom, such as it is, prevails?—I do not know; I cannot say as to drainage; to a very little extent.

465. As to the compensation for oil-cake, and so on?—I have said between the Humber and Louth, which is 40 miles.

466. Mr. *Newdegate.*] It appears from your evidence that the custom in Lincolnshire was founded upon a contract from year to year?—Yes.

467. And the custom in fact is not granted upon lease, but from year to year?—Just so.

468. Sir *C. Lemon.*] What length of lease would you think a sufficient protection to the tenant, so as to place him pretty nearly upon equal ground, the same as if he had the protection of custom?—He would require a 14 years' lease; it must take four or five years before the tenant could get over his land in the regular courses, therefore, if he took it for seven or 10 years he would not have an opportunity of deriving all the benefit he ought to expect from his improvements.

469. Having a 14 years' lease, he would have the same inducement to improve his farm as if he were subject to that custom?—That would allow the improvements to be carried out.

Mr. *Thomas Calvert Beasley*, called in; and Examined.

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470. *Chairman.*] WHERE do you reside?—At Harston, near Grantham.

471. What extent of land do you occupy?—I occupy 900 acres myself.

472. What description of land is it?—It is land of all descriptions; one-third of it is in pasture, a portion of it is strong clay, and the remainder is red land upon the rock.

473. Sir *J. Trollope.*] It is actually in Leicestershire, is not it?—Yes, my own farm is actually in Leicestershire, but that description of land runs into Lincolnshire to the north of Grantham till it is bounded by the Witham.

474. *Chairman.*] Are you well acquainted with the south of Lincolnshire?—Yes, I have business all over the county, but more particularly in the southern division of the county.

475. Are you well acquainted with the Lincolnshire heath?—Yes.

476. Have you the management of properties in the neighbourhood?—Yes.

477. What are the compensations for improvements that belong to the tenants?—The usual compensations in South Lincolnshire are as to tillages, manure, and draining.

478. First, as to the outlays for the purchases?—The whole of the last year's bill for bones is allowed when only a crop of turnips has been taken; one-fourth part of the cake bill is allowed, which is ascertained by producing the bill for last year. We have found it desirable to promote the tenant-right as much as possible. We are satisfied with the one year's cake bill, one-fourth as I have said, which is allowed to the outgoing tenant. That is the practice in the southern part of the county.

479. Sir *J. Trollope.*] You are allowed for the whole of the bones?—Yes, for the whole of the bones used for the turnip crop for the last year.

480. *Chairman.*] What allowance is made for claying the fens?—There is very little marling or claying in my part of the country on property I have anything to do with the management of. I am very well acquainted with the

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eastern part of Lincolnshire, where claying is carried on to a considerable extent; there the outlay is spread over four years; one-fourth is deducted for every year.

481. What is the expense of claying the land?—It varies with the land, according to the depth of the clay. Upon the belt of the Witham the peat is deeper, and it is more expensive to get down to the clay, it costs 40 *s.* an acre. In other parts of Lincolnshire it may not cost more than 30 *s.* or 35 *s.* an acre.

482. Does that outlay occasion a great improvement in the clay land?—Yes, it is essential to the farming of peats; indeed they are so much improved by it that that land is not worth farming without it is done.

483. That could not be called wheat land?—It grows wheat of very inferior quality. The claying the land improves the quality more than the quantity, but the quantity is very greatly increased with the improved quality.

484. It gives more certainty to the yield?—Yes, it is not then so dependent upon seasons.

485. Sir *J. Trollope.*] The peat land would not grow wheat unless it was clayed?—It would grow it, but of inferior quality; the seeds lose plant in the spring.

486. *Chairman.*] The land is honey combed by the frost?—Yes, and the plant is worked out of the ground.

487. Is that mode of improving peat land going on extensively?—Yes, it has gone on so for the last ten or twelve years; a very little of the fen remains to be clayed; it is nearly all done once over, I think.

488. How soon would it require to be done again?—Some of the best and most spirited farmers are beginning to do it again, sinking the trenches a greater distance; taking up half the quantity they used in the first instance.

489. How much, in the first instance, did they use per acre?—About 100 cubic yards on an acre was thrown out.

490. It is now about 50?—Yes.

491. That gives a great amount of employment to agricultural labourers?—Yes; it has been their chief employment in the winter in the fens.

492. What wages do they have?—Two shillings a day now; that is work generally done by measure, that will enable them to earn about 2 *s.* 3 *d.* to 2 *s.* 6 *d.* But the day's wages are 2 *s.* a day.

493. Great improvements have been made in the heath lands of Lincolnshire within your recollection?—Yes; very great improvements.

494. What is the extent of that heath land?—The South Cliff, from Lincolnshire to Grantham, is 26 miles.

495. What is the extent of Lincolnshire heath northwards?—The North Cliff, from Lincoln towards Barton, is 34 miles. The chalk is nearer to the middle marsh. The wolds eastward towards Louth, and southward to Horncastle.

496. Is this long district of heath land entirely dependent for its present productiveness upon the use of artificial manure and artificial food for cattle?—It has been entirely dependent on artificial means; but that land has now become so productive that it supplies in a greater measure than it did formerly the means for supporting the crops; a much greater quantity of straw is grown now than was grown formerly; and that being properly made into manure supplies to a greater extent now than formerly the manure necessary for the cultivation of the land.

497. Are the farmers generally still in the habit of using large quantities of bones and cake?—Yes, almost without exception.

498. Which you consider essential to the good farming of that district?—Yes.

499. What do you consider has been the increase of the produce of the crops in consequence of the superior farming?—The increase has been from almost nothing to 32 and 36 bushels of wheat to an acre; it was formerly little more than a rabbit warren, only 35 years ago.

500. You state four quarters as the average produce per acre?—Of the best cultivated lands; I do not mean to say that the county of Lincoln produces an average of four quarters to an acre; all the well cultivated lands produce at least that quantity.

501. In good seasons would they produce more?—In good seasons they produce more; in the eastern parts of Lincolnshire considerably more; the fens.

502. What is the custom on the heath land as to payment for acts of husbandry

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bandry between outgoing and incoming tenants?—Upon a tenant receiving a notice to quit, the usual plan where there is a good understanding between the landlord and tenant, the tenant receiving notice applies to the agent to know whether he is to continue to cultivate the land in the way he has been in the habit of doing; and if the agent has confidence in him, and he is not leaving from any fault that the agent or landlord has to find with him, he is told to continue the same manner of cultivating, with the assurance that he will be paid for all acts of labour performed between Michaelmas and Lady-day, that is, sowing wheat and ploughing the land ready for the turnip fallows; those are the principal acts of husbandry. He is paid for the herbage upon the land that is sown with wheat seed.

503. Then are the Committee to understand you to say, that if the agent has not confidence in the tenant, and does not empower him to go on and farm in the usual manner, the tenant would have no claim for manure used after the time of his notice?—Yes; nor could he have any claim for the wheat if sown in opposition to the instruction of the landlord or his agent.

504. Therefore the landlord's permission to go on cultivating is necessary after the notice to quit has been given?—Yes.

505. Can you inform the Committee as to the right of the incoming tenant to enter to sow the wheat?—Usually speaking, the tenant farms under an agreement that gives the incoming tenant the right of entry after a specified time; after the 10th of October for sowing wheat, and after the 1st of February to prepare the land for the spring corn; for peas and beans.

506. Then what time have the incoming tenants for ploughing up the wheat stubbles?—After the 1st of February, on paying for any sheep keeping there may be at the time; any grass or pasture there may be amongst the stubbles.

507. Mr. *Hayter.*] At what time are you to be understood to say that the lease ends?—On the 5th of April.

508. When is the notice given to quit?—Before the 10th of October.

509. Then the outgoing tenant has rights from October to April?—He has no rights for acts of husbandry without permission from the landlord or his agent.

510. Supposing there was a hostile feeling between the outgoing tenant and the landlord, then the outgoing tenant has no rights?—He must cease all acts of husbandry.

511. He does not sow his wheat?—No.

512. He does not manure his land for wheat?—No.

513. The land is, according to the custom, left abandoned as to cultivation from October till the 1st of February in such a case?—Till the 5th of April.

514. Sir *J. Trollope.*] Have you ever known of a case of that kind?—Yes, I have known it happen once.

515. Mr. *Hayter.*] You were understood to say that the custom is, that supposing a hostility to exist between the landlord and the tenant, then on the 10th of October, he having notice to quit, he does quit upon the 5th of April, and that the incoming tenant has no right to come upon the land until the 5th April; is that so?—Yes.

516. *Chairman.*] Has not the incoming tenant a right to sow the wheat?—There is usually a clause in the agreement to that effect.

517. Mr. *Hayter.*] Independent of the agreement, what is the custom of the country if there is no agreement; are the Committee to understand you, that the incoming tenant has no right to come in till the 1st of February?—Not till the 5th April.

518. The land remains out of cultivation from the 10th of October till the 1st of February?—Yes, from the 10th of October to the 5th April.

519. Sir *J. Trollope.*] Would not the outgoing tenant be compelled to sow the wheat?—No, he would not be compelled to do anything after receiving notice to quit.

520. Mr. *Henley.*] You have said that by the custom of Lincolnshire the incoming tenant or landlord would not have a right to enter to sow the wheat before the 1st of February?—Not till the 5th April.

521. Though no agreement existed?—No, he would not have a right to come before the 5th April.

522. Would the incoming tenant entering upon the land after the 1st of

February have any right to make any use of the manure upon the farm?—Yes, all that was found upon the farm; all that was made upon the farm from the produce of the farm, from the straw grown upon the farm.

523. Mr. *Hayter.*] In that case the outgoing tenant would be allowed those compensations that have been referred to for bones, and lime, and oil-cake, and the other matters?—Yes.

524. He would have no compensation for anything that took place between the 10th of October and the 1st of February?—That would only refer to acts of husbandry; if he continued to consume oil-cake, he would be entitled to be paid for all the cake used up to the 5th of April.

525. Because the incoming tenant would be entitled to the manure?—Yes.

526. Sir *J. Trollope.*] You have a good deal of land under your own superintendence of a very wet nature, have you not?—Yes.

527. What is the custom with regard to draining in that district?—The custom is to allow the outgoing tenant for the expense incurred in draining during the five preceding years divided over five years.

528. Is it the custom to allow the whole expense he has been at?—Yes, the whole expense he has been at, if he has found the tiles; if the landlord has found the tiles, he is allowed only three years for the labour. The whole expense of putting in the tiles is divided into three, and one-third is taken off every year, after the work is performed.

529. What is the custom with regard to buildings put up by the tenant?—The landlord invariably puts up the buildings.

530. Are they all put up by the landlord throughout the estate?—Yes.

531. And are they of a very superior description?—Yes, of a very superior description.

532. Do you know of any instance of a tenant putting up buildings?—Sometimes tenants, where they have great confidence in the landlords, when they want extra buildings erected, may put them up, and then they will put them up at their own cost.

533. Have you ever known any claim to be made by outgoing tenants for buildings which they have put up?—No; but I have known landlords to come forward when tenants have been going from one part of the estate to another, and make some allowance where the tenants have made great improvements.

534. Have you ever known any dispute or litigation to arise upon that subject?—No.

535. Do you consider the state of tenant-right as now existing in Lincolnshire to be in a satisfactory condition?—I believe that both landlords and tenants are perfectly satisfied with the allowances made in Lincolnshire now.

536. Have you ever known a lawsuit to arise out of that?—Yes, unfortunately more than one.

537. Do you consider that the tenantry of Lincolnshire require any further protection by law?—They would be glad to have the custom which now prevails in Lincolnshire secured to them by an Act of the Legislature.

538. That is, that they want to have it made valid by law?—Yes.

539. But they want no more than they have now?—They are quite satisfied with the allowances now made; but what they want is, that when the award shall have been made, it shall be final.

540. In the district with which you are more particularly acquainted, is there not a considerable portion of the poorer and more inferior land occupied by tenants of a very different description to yourself and the preceding witness, that is, by a lower class of tenantry?—That question is put in rather a delicate way. There are certainly smaller occupiers of land than ourselves.

541. Small occupiers without capital?—Yes, they have not the same power to farm.

542. Is not there some considerable portion of that land cultivated in a very inferior manner, or at all events not with this high course of husbandry you have described?—The small farms are not nearly so well cultivated.

543. Have you not known in many cases farms given up by that smaller class of tenants in a very inferior condition?—Yes; very much so.

544. Is there any summary remedy by which the landlord can recover for damage done, speaking as a valuer of the tenant-right; are there any means of deducting from the allowance made, whatever the valuer may conceive to be right for dilapidations?—Yes.

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545. Have you ever known in any case that a sum of money has been awarded by an arbitrator, and has gone directly to the landlord for cross-cropping or bad husbandry?—I have known one case in particular where it has gone to the incoming tenant. In that case the award for dilapidations was deducted from the tenant-right, which the incoming tenant would otherwise have had to pay.

546. Have you known cases where you have had to value farms for a fresh letting, where you have had a difficulty in getting tenants to agree to pay the same rent which the preceding tenant has paid, where dilapidations have taken place?—I have known cases where the landlord has been obliged to make considerable allowances in consequence of the mismanagement of preceding tenants.

547. Have the preceding tenants paid for those dilapidations?—Too frequently in such cases the preceding tenants have not had any power of paying. They very seldom leave farming unless they fail.

548. Consequently if the law gave a power to an outgoing tenant to obtain the outlay that he had been at from the landlord, would the landlord be equally protected under similar circumstances?—The law would protect him, and the custom would protect him so long as there is an allowance for tenant-right. The incoming tenant would be advantaged by the employment of the outgoing tenant's capital, as the land would be left in a much better condition. And the greater the capital employed on the land the greater is the security to the landlord, because he would either have his farm well managed or he would be able to recover for dilapidations if there were any. Supposing a tenant to have cultivated his land well, consuming a considerable quantity of cake, and using a considerable quantity of bones, but neglected the buildings, or the gates, or the fences, then the landlord would have security that he should be paid for the dilapidated state of the buildings, gates, and fences out of the tenant-right that was due to the outgoing tenant for the artificial means employed in managing the land.

549. Even amongst the small tenantry is not there a great spirit of improvement going on?—Yes, there is.

550. In draining more particularly?—Yes, the landlords are generally assisting in the draining, and that is the foundation of all good farming.

551. What is the Lincolnshire practice as to furnishing tiles?—The landlord has generally given the tiles to the tenant. The landlords are now becoming wiser than they were; they keep some person they can depend upon to put in the tiles under their own superintendence.

552. Is that the practice on the estate for which you are the agent?—Yes.

553. Do you charge a per-centage upon that?—Yes.

554. What is the rate of per-centage?—Five per cent. when the landlord does all the work.

555. Mr. *Hayter.*] Is the reason why the tenants of Lincolnshire are anxious to have the custom determined by law, because there is some degree of uncertainty about the custom itself?—There is not perfect uniformity as to the custom. They are not so anxious to have the allowances certainly defined as to have them secured without lawsuits. We are most anxious that it should be all settled by arbitration.

556. *Chairman.*] You refer to the mode of recovering the tenant-right rather than to fix the tenant-right itself?—The tenant-right is fixed by custom in the way that I have described. The effect on the cultivation of the land must be very advantageous to the landlords.

557. Mr. *Hayter.*] What you want is simply a cheap court of arbitration, the custom being the law; a court in which any difficulties that may arise may be determined?—I think the arbitration would settle all the difficulties; what is wanted is the means of recovering the amount of the award when all the difficulties are settled; that the award should be paid by the incoming tenant or the landlord.

558. Is not that the case now?—It is not the case now without instituting a suit.

559. Is that because the custom is unascertained?—No; I know two large and respectable tenants who are at this moment waiting for the amount of their award; that award has been made for years, and they have never yet recovered the

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the amount, nor can they without proceeding against the landlord in a court of law, and that they do not choose to do, the expense would be so great.

560. Sir *J. Trollope.*] Would not the suit be against the incoming tenant, and not against the landlord?—No, against the landlord.

561. Mr. *Hayter.*] Still it reverts to this, you want really a Court of Arbitration?—Yes, to have all settled by arbitration.

562. The custom is defined if you could get competent judges to decide upon it?—The tenant is perfectly well satisfied with the custom, and will go on improving the land even with the means he has at present, with the custom he has now; but he would be very glad to have the right determined.

563. Mr. *Bouverie.*] Is there any doubt of the legality of the custom or practice of law?—Those customs are not at present made valid by any Act of the Legislature; they are the customs of the country, and would probably be held to be law when the custom has existed for a number of years.

564. Have those customs ever been contested?—Yes; they are not allowed upon some estates.

565. Sir *J. Trollope.*] You have known some suits in relation to them?—Yes.

566. And have not the courts invariably upheld the valuers?—Not in every point; but where the customs have been established for any length of time, the courts have always upheld the customs of the country; those particular customs.

567. Mr. *Bouverie.*] Those particular customs you speak of have been upheld?—Yes, as to the allowance for bones, and marling, or chalking.

568. Irrespective of any agreement?—Yes, irrespective of any agreement; I am not aware of any case in which an account for cake has been brought before the court; generally speaking, the judges refer it to arbitration.

569. Mr. *Hayter.*] Are you acquainted with the customs in other districts?—Not much.

570. Do you want to have a Court of Arbitration appointed for other customs as well as for the Lincolnshire customs, or only for the Lincolnshire customs?—For the custom of every county, that the tenant should be satisfied with whatever is the custom of the county.

571. Supposing the custom to be established, what you wish to have is, that the benefit to be derived from that state of the law should be obtained by a cheaper Court of Arbitration?—Yes.

572. Mr. *Newdegate.*] Are the Committee to understand from your evidence that the custom is not satisfactory as it exists?—The arbitration itself is satisfactory, but when we have arrived at the amount of award, it is not always secured to the outgoing tenant.

573. Would not it be necessary, supposing that you were to give the decision of this arbitrator in a court of law, to have the items upon which such decision is founded specified more accurately than it is in all cases now?—It might be very difficult to define exactly what the allowances were.

574. The question now put refers to where custom is confirmed?—There would sometimes be very great difficulty in defining the customs. In Lincolnshire they are confined to the four or five points to which I have already alluded; it would therefore be a very simple act of the Legislature to settle it for Lincolnshire. But in other parts of the country tenant-right varies very much from that of Lincolnshire; Nottinghamshire, for instance, where a much greater allowance is made to the outgoing tenants for green crops; he is paid for the whole value of his turnip crop.

575. Sir *J. Trollope.*] The custom of the country being so well ascertained, and understood, and universally agreed to in Lincolnshire, the practice is, on many of the best farmed estates, to farm without any lease or agreement of any kind; simply upon the understanding that there is this custom?—Yes.

576. And it is left to the discretion of the tenant to act upon the best principles?—Three-fourths of the farms with us are farmed without any lease or agreement; the property of all the large landowners is so farmed.

577. Mr. *Newdegate.*] You would wish the award of those arbitrators to be uniform?—Yes.

578. Then would it not be necessary, if you were to have it uniform and give it the force of law, that at all events those great and permanent improvements which you have specified should be defined in the schedule by them upon their award?—

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award?—I think the customary allowances would be sufficient; it would not be necessary to define them in any legislative enactment.

579. The result of giving their award then the force of law would be this, that you would give their decision the force of law without the power of testing it?—Inasmuch as one arbitrator would be appointed by each party, that would be a test.

580. The effect of making their decision valid in law would be to make their decision final without the power of examination or appeal?—Yes.

581. Mr. *Henley.*] You have stated that you have been largely engaged in valuations?—Yes.

582. What course do you take to ascertain the quantity of cake purchased and consumed?—The person who is appointed by the outgoing tenant produces the bill for the cake for the last year, and if it is justified by the respectability of the tradesmen (and the dealers in that cake are men of character and standing amongst us); if the cake bill comes from a man of that description, we allow it without any hesitation as evidence.

583. Of course that is evidence only that a certain quantity of cake has been purchased; do you go into any inquiry as to its consumption?—No; I am happy to say that with us there is so much confidence between the landlords and the tenants that we do not suspect parties of purchasing the cake and bringing it upon their premises without intending to consume it; cake is not a thing that could be secreted or sold off again.

584. Supposing a tenant is occupying 300 acres of his own land and 300 that he rents, and he purchases a certain quantity of cake, do you go into any inquiry upon what portion of those respective farms that cake has been consumed?—Yes; we take the evidence of the shepherd or the man who tends the cattle in the yard; in that case we do take evidence.

585. In the other cases you do not take evidence?—We are at liberty to take evidence if we have any doubt.

586. The practice is not to do so?—The practice is not generally to do so.

587. You have stated, that if there was a court of arbitration it would meet the views of occupiers of land in Lincolnshire to give a certain and easy mode of recovering the amount of compensation when agreed upon?—Yes.

588. Is there any advantage in a tenant-right that could not be secured by an agreement between the tenant and the landlord?—The tenant would still have to enforce the agreement; it could be secured by agreement.

589. Is there anything which the tenant-right now gives to the tenant in Lincolnshire which the tenant either in Lincolnshire, or any other part of England, could not secure to himself by agreement with his landlord?—Of course he could secure it by agreement.

590. What period of years, in your judgment, would be necessary to enable him to secure the same amount of tenant-right that the Lincolnshire farmer now has?—Anything upwards of 14 years would be sufficient.

591. That would be sufficient in your judgment?—It would be sufficient to induce the farmer who would take a farm under such circumstances to make the same improvements as he now makes with the tenant-right.

592. That is chalking, claying, the bone manure, and the oil-cake; you say that for that a lease of 14 years would be a sufficient term?—He would derive all the advantage from that, I think, which his outlay would lead him to expect in that term.

593. Is not it competent to the party making the agreement that he may secure in that agreement the mode of repayment for the improvements he has made?—Yes.

594. What reason is there why those advantages may not be as well secured by the simple process of agreement as by the more difficult process of legislation?—I do not know any reason against its being secured; but the tenants would not be so likely to seek security by agreement. They would not be so likely to attend to their own interests. I think that those allowances are important to the whole community, particularly to the consumer, as promoting good cultivation of the land, and it is not desirable that men should farm land without being secured full compensation for any unexhausted improvements, because if they do not make the improvements, the produce of the land is much less.

595. Is there any reason in your judgment, and if any, what, why the tenant cannot

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cannot have the same security by agreement that you now propose to give by legislation ?—There is no reason in the world certainly, in my judgment, why it should not be settled by agreement. The only reason is that the farmer neglects to have the agreement before he enters upon the land.

596. How far has your knowledge of Lincolnshire extended back ?—I have farmed there since 1816.

597. During the earlier part of that period did not very great improvements take place in Lincolnshire ?—There has been much greater improvement since than before that time.

598. Do you conceive now that there is room in the best cultivated districts for much greater improvements than have taken place ?—I have farmed my own farm with very great confidence in my landlord for a period of 30 years, and I think it has been more improved within the last seven years than all the time before.

599. And in the next seven years probably you may still further improve it ?—I shall improve it still more. I have largely increased the produce; but I think I can increase it still more.

600. That has taken place under the usual tenancy without legislation ?—Without agreement or lease.

601. And having gone on as you have described without legislation, for what reason do you think you would go faster if you get legislation ?—I should not go faster; but a very considerable number of my neighbours would go faster. I think it is only fair to place them in that position, that they would feel that they were to be paid for any unexhausted improvements that they had made, if they were obliged to quit. I think a man who had a family would feel more confidence in farming the land, if he knew that his widow and children, if he died, and they could not continue the cultivation of the farm, would be paid for any unexhausted improvements.

602. And yet you think that although they are so anxious and fearful lest the widow and children should not get the benefit of the improvements, they do not take care to secure themselves by agreement ?—They do not.

603. Sir *J. Trollope.*] You do not ask it for yourself ?—No, I am quite satisfied, and so, I believe, are the majority of the Lincolnshire farmers.

604. Mr. *Henley.*] The power to receive compensation upon quitting a farm for certain improvements done may as well be introduced into an agreement for a year as a lease ?—Oh, Yes.

605. There would be no difficulty in it ?—No; I have a great objection to a lease; I would neither farm under a lease, nor let my land under a lease.

606. There is no practical difficulty in introducing compensation of the kind you state in agreements from year to year ?—No.

607. Sir *J. Trollope.*] Do any landlords object to give those agreements if asked for ?—No; some of the smaller estates in Lincolnshire are farmed under a lease.

608. Have you, as agent, been ever asked for a lease ?—No.

609. *Chairman.*] Why do you object to a lease ?—Because at the end of the term, though permanent improvements of course cannot be taken out of the farm, the high condition of the land is generally diminished very considerably.

610. Is not it generally considered that where there is a lease, the first part of the term is spent in getting up the condition of the land, and the latter part in lowering it ?—Yes, in exhausting it.

611. Mr. *Henley.*] You have stated to the Committee that the practice of the Lincolnshire valuer is to set off dilapidation in buildings against tenant-right; do you extend that set-off to the state of the farm as to clean husbandry ?—Yes.

612. The question refers to the clean state of the fallows. If the farm was left in a very foul state, would that enter into the calculation ?—It would never be so unless there had been cross-cropping or gross neglect, and then reductions would be made.

613. Mr. *Newdegate.*] You have stated that the arbitrator would make allowances for dilapidations by bad cultivation ?—Yes.

614. Supposing a farm to be let to a tenant at a lower rent with a view to its improvement, and that the tenant threw up the farm without making those improvements, would the valuer in that case make any allowance for the rent that was reduced on the faith of those improvements, which improvements

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ments had not been effected?—I could not conceive that such a case could continue any time where the landlord or the agent paid proper attention to it, because, if I, as the agent for the landlord, let a farm at a reduced rent on the condition that the land should be improved, I should take good care that that tenancy did not continue more than two years, if the tenant taking the farm from me on those terms failed to make those improvements.

615. Supposing you had let that farm under lease?—If there was no contract or lease, the tenant would still be bound to pay the landlord for those dilapidations.

616. How would they be ascertained?—By the arbitrator.

617. Then in the award of the arbitrator would the specific injury be stated?—The arbitrator would first state what allowances should be made to the outgoing tenant for the customary allowances, and the reductions from it as the value of the dilapidations.

618. Would he furnish that under a separate title?—Yes.

619. And you consider that essential to the due and fair performance of his duty as arbitrator?—I think it is important that compensation should be made to the landlord for farms left in a dilapidated state, quite as much so as that the proprietor of the farm should make allowances for improvements.

620. And those items should be entered upon the award of the arbitrator?—Yes.

621. Mr. *Hayter.*] Is not there a custom prevailing, or is not it the law, that the landlord has a claim for dilapidations?—That I believe is chiefly confined to cross-cropping, or neglect in cleansing the ditches, and repair of the buildings.

622. The principle of cross-cropping is directly contrary to good husbandry?—Yes.

623. Therefore the landlord for anything in the shape of bad husbandry, though not cross-cropping of the land, would be entitled to compensation?—A man must very much neglect his farm to let it get out of condition without cross-cropping; it is possible.

624. According to the law and the custom, the landlord is entitled to redress against his tenant for managing his property contrary to the course of good husbandry?—Yes.

625. Sir *C. Lemon.*] The custom of tenant-right varies very considerably?—It varies between North and South Lincolnshire, and between Nottinghamshire and Lincolnshire. It is nearly uniform in South Lincolnshire and throughout North Lincolnshire.

626. Those districts are not very large?—Yes; half of the county of Lincoln is included in South Lincoln.

627. Do you not think that if an attempt was made by law to define all those customs or reduce them to one scale, that it would alter the relative positions of landlord and tenant in a great many cases?—It would be an interference which would not be acceptable to certain landlords and tenants to make the custom uniform in all counties.

628. That would produce great confusion?—It would cause great confusion to make the customs of Nottinghamshire the same as those of Lincolnshire.

629. You would not look to any alteration or defining of the customs, but merely the giving of greater facilities in law to determine the rights of the respective parties?—Yes.

630. *Chairman.*] You have been asked whether a farmer would farm equally well in another county where those customs of compensation do not prevail, whether he receives an undertaking from his landlord to make those compensations or not; are you aware that landlords are held by legal opinion not to be capable of giving those agreements if they are owners of settled estates, where they are not supported by the custom of the country?—They must be supported by the custom of the country, or the owner of a life estate is not able to make such agreements without the consent of his successor; it is usual for the father and the son to sign the leases where they are granted at all.

631. You stated that you object to leases; without entering into the grounds of your objection, do you conceive that a lease alone, without any compensation at the conclusion of it for the use of artifical manures and artificial food, would insure the landlord that he would receive back his estate in the same condition?—I do not believe it would.

632. Would it not be the plain interest of any man of business as a tenant, if he looked forward to the determination of his holding at the end of four years, to cease the employment of those artificial means during the last two or three years?—Yes, it would have that tendency.

633. Would not the tendency be, notwithstanding the lease of 14 or 21 years, that the landlord who had given a mere naked lease would receive back his property in a worse condition than in the case of a man holding his farm and giving it back with those covenants of compensation at the end of the same term?—Yes; I believe that the landlord who has granted it from year to year, subject to allowances of that sort, would receive the farm back in better condition than where he granted a naked lease of 21 years.

634. In order to clear up an answer you gave as to compensation for draining, will you be so good as state what that custom is?—When the landlord finds the tiles, and the tenant only finds the labour, the custom is to divide the expense into three years. As to the cost of the labour, if he has had three crops he receives nothing for that. If he has only had two crops he receives one-third of the amount, and if he has only had one crop, he receives two-thirds of the amount.

635. And how is it regulated if the tenant has been at the whole expense of the draining?—It is divided into five years, in the same way.

636. The Earl of *Arundel and Surrey.*] You have stated your objection to leases, and you have also stated that you have not known of any lease having been asked for in your neighbourhood; is that the general feeling of the county of Lincoln, that they would rather not have leases?—Yes.

637. Do you think that any difference in the feeling has taken place in that respect of late years?—No, they would prefer the custom of allowances to having leases. I have heard good farmers say that they did not wish for leases; they prefer farming as it is.

638. Do you think the absence of legislation would produce any feeling on that subject?—I think they would rather prefer to have security by way of lease if they should not have the tenant-right.

639. Mr. *Moody.*] You were understood to say that you were satisfied with the present system of arbitration?—With the present allowances, I said; with the manner in which those allowances are made. The sum to be paid is arrived at now, but we are not satisfied with the manner in which we are to proceed to procure this advantage.

640. You do not wish that public arbitrators should be appointed for counties?—No.

641. The term "court" is not quite what you meant?—No.

642. *Chairman.*] The object of the Lincolnshire farmers is an easier mode of recovering their repayments?—Yes.

643. Mr. *Moody.*] Could not that be effected by lease?—If all landlords would submit to the customs which the best landlords, that is, the kind and liberal landlords of a county do agree to, so that all the landlords in a county should be bound by a majority, that might be so.

644. Sir *J. Trollope.*] The difficulty exists in the case of land belonging to tenants for life and holdings under the Church?—Yes, the Church holdings are without those allowances.

645. Is it in respect of those holdings that it is found to be inconvenient in its working?—Yes.

646. Mr. *Hayter.*] Is there much of that property in Lincolnshire?—Yes.

647. Then the custom is not a universal custom introduced even into the district in which it prevails?—No.

648. It is not a custom prevailing over any defined extent of country, as there are excepted places where it does not exist at all?—The custom for drainage is not followed by all landlords in the part I have spoken of; it is not a customary allowance made by all landlords, but for bones and manure it is customary with all.

649. That is a custom which is merely occasional, and not universal?—I think it is so far the custom that if the tenant were to proceed against his landlord at law he would be upheld by the courts.

650. Are you aware of any actions having been brought, and of the customs coming into court, and of the customs being maintained?—They have been generally referred.

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651. Do you know of any case where they have not been referred?—No, the custom has always been upheld; when it has been referred, it has been referred to counsel as arbitrators, and they have always admitted the custom.

652. Sir *J. Trollope.*] Do you know anything of the Scotch mode of letting land?—No.

653. You do not know the mode of re-letting the farms when the leases run out?—No.

654. You do not know that they are uniformly let by tender to the highest bidder?—If we took a farm for 14 or 21 years, we should expect at the end of the term that there would be a revision or a change of tenant.

655. Do you not know that many estates in Lincolnshire have gone on from father to son without lease or agreement?—Yes, or increase of rent either.

656. You do not know whether leases do prevail?—No.

657. You cannot answer the question whether tenants do or do not often change in those districts, or in those counties where they farm without leases?—Our tenants in Lincolnshire are never changed unless they die, or become unfortunate in business, or without there is gross neglect.

658. Sir *C. Lemon.*] What is there in the nature of a lease to cause the change of tenantry?—At the end of the term we expect, as a matter of course, that the bargain is at an end, and a fresh bargain has to be made; but if it is from year to year, neither party think of a change.

659. Mr. *Hayter.*] Is there any specified time when a variation in the rent takes place, or how is it, that under agreement from year to year, any period for reconsidering the state of the rent arises?—I have never known a general raising of the rents in Lincolnshire since the year 1813, and then the high price of corn induced the landlords to have the estates re-valued.

660. Is the farm you occupy your own?—No.

661. Has the rent of that farm varied materially?—Not since 1813 one shilling.

662. In what way does the landlord obtain any benefit from those improvements?—He has laid out no money in my case. I have laid it out myself, having confidence in my landlord, and the rent has not been raised. Where the improvements have been made at the expense of the landlord, in those cases in which I act as agent, there has been a charge of 5 per cent. increase. So far there has been an increase of rent.

663. Do not the fact of a more dense population, the circumstance of a railroad coming there, the growth of a town, and various incidents of that sort, give additional value to a farm, independently of any improvements that may result from the application of the tenant's capital?—I think there has been no increase of rent except where land has been brought into fresh cultivation.

664. When is the time that the landlord's interest commences, if from the year 1813 up to the present time there has been no alteration of the rent; you state that there has been a great improvement in the value of the property, under the system of an agreement from year to year; how is it that, under those circumstances, the rent has remained unaltered?—In 1813 the greater part of South Lincolnshire was re-valued and re-let, in consequence of the high price of corn; there has been very little chance of increase of rent since then, inasmuch as corn is very little more than one-third of what it was then, when it was 6*l.* 10*s.* a quarter, and this year it is not more than 50*s.*

665. Do you know whether the rent has always kept the same, and has always been paid the same by the tenants, without any reduction?—There were reductions in 1822 for a few years, when there were very low prices.

666. Do you know the extent of those reductions?—I believe more than 20 per cent.

667. Sir *J. Trollope.*] Were those reductions temporary or permanent?—They were temporary.

668. And were they put up again?—Yes. The low prices lasted for a short time, and then there were returns of rent made to the tenantry, but after things resumed their usual level in 1827 or 1828, when there were more remunerating prices, those returns were not made.

669. Mr. *Henley.*] Have you seen the Bill that was introduced into Parliament last year?—Yes.

670. Have you seen the Bill introduced this year?—No.

671. Were the provisions made in the Bill of last year such as in your judgment

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ment would have secured the mode of recovery you think necessary?—Yes, I thought it would be so; only I thought that the enactment should be compulsory in all cases, and that it should not be left to the landlord and the tenant.

672. That is as to the practical operation?—Yes.

673. What is your opinion of the mode proposed in that Bill; as to that, would that Bill have been satisfactory?—Yes.

674. Do you know any cases, in your 30 years' practice, where a tenant has been put out of his farm in Lincolnshire by notice from his landlord, without any allowance being made for improvements?—I do know of instances without the allowances being made, which are generally made according to the custom of the country.

675. Have many such instances occurred to you?—No, not many; only one has come under my own observation that I know much about; I only know one strong case.

676. Mr. *Bouverie.*] Was an action brought in that case?—Yes; and it was referred to counsel to arbitrate.

677. What was the result of the arbitration?—It was in favour of the tenant; the allowances made according to the custom of the country were awarded to the tenant.

678. What allowances were they?—What I have been describing as to manure and the tillages.

679. There was no written agreement in that case?—No.

680. Mr. *Newdegate.*] The difficulties you have known to arise in cases in which you think that compensation is required, have been principally cases of church property, where the rent amounts to dead payment, and the cases of dividing or small properties?—Yes.

681. In the large properties it is generally that the more liberal system prevails?—Yes, it does prevail in the larger properties.

Mr. *Charles Stokes*, called in; and Examined.

Mr. *C. Stokes.*

682. YOU are an occupier of land near Derby?—I am an occupier of land in the county of Nottingham, within 12 miles of Derby.

683. In South Nottinghamshire?—Yes.

684. To what extent do you occupy?—I farm 420 acres.

685. What are the districts you are chiefly acquainted with?—South Nottinghamshire, North Leicestershire, and South Derbyshire.

686. Are you in the habit of valuing between outgoing and incoming tenants?—Yes.

687. Have you considered for some years this subject of tenant-right?—Yes; I have been a valuer between outgoing and incoming tenants the last 20 years, and have had a great deal of practice in it. The question has been discussed in the Loughborough Farmers' Club.

688. Have some of the members of that club considered the necessity for an allowance being made in the nature of compensation to the tenant?—Yes, that has been considered at the club.

689. In the district with which you are acquainted there is not much custom of compensation?—No; I will read, with permission, two or three memoranda I have of farms that I have been over, upon the subject of tenant-right, showing a variety of customs in a few words; these relate to particular farms that I have valued. The customs vary so much, that it is impossible to give one general principle.

690. Mr. *Hayter.*] Do each of those farms then refer to the districts round them in which there is a custom?—Yes.

691. It is not a rule in respect to those particular farms, but it is the custom of that particular district?—It is the custom in the villages where those farms are. The customs vary very much even in the same villages; we have many different customs with us.

692. In fact, there is no custom?—No custom.

693. Mr. *Henley.*] It is the practice of each estate rather than the custom of the country?—Yes.

694. *Chairman.*] Will you proceed with your statement?—This is a valuation made at Bunney, in the county of Nottingham. Wheat sown upon fallows, the

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the whole of the crop claimed by the outgoing tenant from the right in the open fields.

695. At what time does the tenancy begin?—It is a Lady-day holding, without any deduction for the incoming tenant. If the crop is not valued they get it at harvest.

696. Mr. *Hayter.*] The crop is valued to the incoming tenant?—Yes.

697. That is the open field system?—That is the open field custom.

698. Mr. *Moody.*] Is it compulsory for the outgoing tenant to sell his outgoing crop?—Yes, it is taken by valuation, and if not taken he would get his crop. Wheat sown upon clover, the ploughing, seed, and labour, and the herbage from Michaelmas to Lady-day, allowed; that is the custom. All the wheat sown upon pea or bean stubbles, the ploughing and seed paid for, the seed bill and sowing. The manure in that parish belongs to the tenant; that is always valued.

699. *Chairman.*] Is any increased value put upon that if the tenant has purchased oil-cake?—Yes, always. Lime is paid for when no white or corn crops have been taken; that is the custom there. Then there is an allowance for drainage for five or six years upon the labour or tiles that have been used by the tenant when he finds both. The general custom is in that district for the landlord to find the tiles and the tenant the labour.

700. Mr. *Henley.*] Does the tenant get an allowance for labour then?—Yes.

701. Mr. *Hayter.*] What is your object for the Legislature to accomplish in respect of such rights as those you have referred to?—We think the allowance for manure and lime is very far short of the benefit which the outgoing tenant ought to receive.

702. The custom is wrong then?—Yes.

703. Then you would not have that custom established?—No; we should be glad if we could be placed upon the same custom as Lincolnshire.

704. What do you apprehend that the Legislature should do?—That they should give the tenant a power of claiming compensation so far as he has a right to receive it.

705. Do you propose that the Legislature should establish by law the customs that now prevail in that district of the county, or do you mean that they should give different rights to different districts?—What I mean is this: I do not think the Legislature can do more than this, give one general clause allowing agreements between landlord and tenant to be made according to the different class of soils occupied in different parts of the country.

706. Sir *C. Lemon.*] What prevents their making such agreements now?—Because the landlords or agents do not see the importance of encouraging improvements.

707. *Chairman.*] Are you aware that according to legal opinion owners of settled estates have no power to make agreements for compensation, except by the custom of the neighbourhood?—I was not aware of that.

708. If that be the case, that of course would strengthen your wish for legislative interference?—Yes.

709. Are there any other acts of husbandry you wish to speak to?—This is the custom in Notts: wheat upon fallow, seed and labour, and the rates and taxes for one year are paid for, and in many cases two-thirds of the fallow crop are allowed to the outgoing tenant.

710. Mr. *Hayter.*] What is the entry?—At Lady-day.

711. You say they are paid rates and taxes?—Yes; that is what we term seed and labour valuation. That takes in a year's rates and taxes, making the fallows, the seed, and the sowing,

712. That is a different mode from the one you spoke of before?—Yes, that is a different mode from the last.

713. What would you wish the law to establish?—I cannot say.

714. *Chairman.*] Do you wish the law to interfere with the custom and acts of husbandry, or do you desire that the tenants should have power to claim compensation for acts of improvement?—Yes.

715. Do you seek for any interference at all on the part of the Legislature with the acts of husbandry?—I am not capable of giving an opinion as to how the Legislature could interfere in that way; what I want is a greater compensation, to encourage the investment of capital in the cultivation of the land.

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716. Sir *J. Trollope.*] Do you mean that you wish the Legislature to give the power of recovering compensation?—Yes.

717. Not to point out what the compensation ought to be, or the mode of husbandry?—No, certainly not.

718. *Chairman.*] Generally speaking, in the district with which you are acquainted, is there compensation to the outgoing tenant for improvements by bones?—Not generally; I have never seen any at all in my neighbourhood.

719. Sir *J. Trollope.*] Do they use bones in your neighbourhood?—No, the land does not require so many bones; it is a rich quality of land.

720. *Chairman.*] Is there compensation awarded for any artificial manure used?—Not generally.

721. Is there compensation generally for the use of cake in your neighbourhood?—No, it is not generally established; in some instances it is done. I have never seen it included in any agreement.

722. Do you say that in some instances there is compensation for such things as that given?—No.

723. Do you think it desirable that it should be given?—Yes.

724. Do you think it would produce great improvement in the land?—Yes.

725. Is there much land in your neighbourhood requiring improvement?—Yes; there is a great deal that would be improved by it.

726. You do not find that the landlords have come forward to drain the land themselves?—No.

727. And the tenants, under their present tenures, have not been encouraged to do so either?—No; I think it is very important that the landlords, as far as they can, should drain the land themselves, because when it is left to the tenant, it is very imperfectly done in many instances. There are very few of the tenants capable of having the work done so well as it would be done by the landlords; the landlords understand it better; and it is more desirable to have it done in that way, than by giving tiles to the tenants and leaving them to put the tiles in.

728. In point of fact, landlords have allowed, in those extensive districts with which you are acquainted, a great portion of land to remain undrained?—In some parts there has been a great deal done by the landlords finding the tiles and the tenants doing the labour.

729. If the tenants had compensation for drainage, to be exercised under powers of supervision by the agent, in order that he might be satisfied of its proper execution, are you of opinion that a great deal more land would be drained than is now drained?—Yes; I have no doubt of it.

730. Sir *C. Lemon.*] You say that you generally give agreements; what do you mean by that; is it an agreement for holding from year to year?—Yes; we have no leases in our neighbourhood at all.

731. In those agreements are there any covenants defining what those compensations are to be?—I have seen none, except the covenant which I have read to the Committee; that comprises the principal part of the agreements in my neighbourhood.

732. Is there mostly, in those agreements, a sort of a general declaration that the tenant shall receive compensation according to the custom of the country?—No, not generally.

733. Then what do those agreements express?—The manner in which the land should be managed, and that the tenant shall receive such and such allowances when he quits.

734. Those allowances are defined?—Yes.

735. They are specially mentioned?—Yes.

736. That is the reason why in each of those separate cases different claims have been made?—Yes.

737. The particular allowance being expressed in the agreement?—Yes.

738. Mr. *Hayter.*] Supposing there be no agreement, how then does the valuation take place between the incoming and the outgoing tenant?—According to the principle pursued in the parish.

739. In what state of cultivation is that part of the country?—A great deal of it might be very much improved by good management.

740. Mr. *Newdegate.*] You have spoken of Bunney, in Nottinghamshire; that is a very hilly district, is not it?—No, it is not.

741. On which side of the hill is the forest?—On the Loughborough side.

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742. Then the difficulty which is experienced at present is principally owing to the agreements not being sufficiently specific, and not including the compensation for the improvements that are required?—Yes; I think with a more liberal allowance, greater improvements would take place in farming.

743. What the tenant wants is security for outgoing money?—Yes, for capital expended.

744. And the want of that is felt owing to the agreements not being sufficiently enlarged and specific?—Yes.

745. If the agreements were more enlarged and specific, so as to include compensation for draining, and the other improvements which are required for the land, would not those improvements take place under those agreements?—No doubt they would where they were granted, but where the landlords or their agents will not grant them, then they could not.

746. What is the reason that they find tenants for the farms, if they do not give sufficient security?—We know that the great competition for farms produces tenants; whether they are of the best class or otherwise is another question.

747. How do you account for that great competition?—By the abundance of capital, and want of situations in this country.

748. Do you think that a man would invest his capital under an agreement which would give him no security, merely because he had capital?—Yes, he would invest it if he thought he could get a living upon the farm, and merely save himself; he would run the risk of taking that farm to occupy it.

749. That is purely his own act?—Yes, that is his own act.

750. Your desire for an alteration of the law originates in your anxiety to see agriculture improved?—That is the only object I have in view. I should be very sorry to have it for one moment supposed that there is any other wish amongst the tenantry, or that there is any other feeling; they have all the greatest respect for the landlords.

751. Then the fact is this, that it is not owing to any injustice done to the tenant that you desire to see the law altered, because the tenant has the power of guarding himself from injustice in the clauses of his agreement, but solely with a view to the improvement of agriculture?—I do not say that exactly. I consider that in many valuations I have made, the present customs do injure the tenant, and therefore I should say that it is in justice to the tenant that an alteration should be made in some of those customs.

752. The customs, you stated, are very various, and in some instances they do not comprehend allowance for improvements which you think requisite?—No.

753. And in other cases the customs are excessive, and injurious to the incoming tenant?—I do not think any of the customs produce injury to the incoming tenant, except taking the whole crop of wheat; all the others, I think, are in favour of the incoming tenant, and not the outgoing tenant; I have known an outgoing tenant who has managed his farm well, and has left behind him more than he ought to have done.

754. Are the Committee to understand that, in respect of the crops which are left under the customs in the cases you have specified, there is too large an allowance to the outgoing tenant from the incoming tenant?—Only in that one instance.

755. Is there a great desire for legislative enactment in those districts of which you speak?—I think it is very general.

756. For the purpose of encouraging farming, you desire a more easy mode of recovery of the compensation for improvements?—Yes.

757. But does the desire extend to the alteration of the customs?—So far as they are not sufficient to compensate the tenant for what he has done.

758. That is in certain cases?—Yes.

759. Mr. *Hayter.*] Has it occurred to you that there is any portion of the improvements that ought to be paid to the tenant as a general or universal rule?—In our discussions at Loughborough we came to resolutions upon that subject, taking the opinions of the most eminent men in the neighbourhood.

760. What is your opinion as to the proportion of capital expended by the tenant that should be secured to him by law?—I can only answer that by giving you particular instances as to lime.

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761. Have you got a copy of those resolutions of the club?—Yes, I have. (*The Witness produced the same.*)

762. These resolutions were agreed to by those members of the Loughborough Club?—They are suggestions for improved agreements by the Loughborough Agricultural Society.

763. And do those resolutions embody your views on the subject?—I should not say the whole; I think drainage is put down at too long a time.

764. But what is the proportion of improvements which you still think that the tenant ought to receive the benefits of, in respect of unexhausted capital?—I cannot give an opinion upon that without going into a calculation upon the different items.

765. *Chairman.*] Do you think that if an Act were passed allowing an arbitration to take place, that it would be sufficient for the purpose of securing to the tenant the whole return for his unexhausted improvements?—That would be much the fairest and most equitable way.

766. Mr. *Bouverie.*] Have any improved agreements been entered into within your knowledge embodying any of those suggestions which you have now produced?—Some of them have been agreed to, but not the whole.

767. Were they actual agreements between landlord and tenant?—No.

768. Do you hold your farm under agreement, or from year to year?—I have no particular agreement.

769. Have you ever had a written agreement with reference to your taking?—I had some years ago, but I have not any now.

770. Has your holding gone on ever since?—Yes.

771. Is there any difference in that agreement to the custom of the country?—No, it specifies what I shall be allowed.

772. How do you ascertain those various customs which you say exist in every district where you go to value?—By the people who have occupied the farms, we arrived at it by them.

773. For the particular farm which you are valuing?—Yes; as a man enters with us, so he quits: that is the usual principle.

774. Mr. *Henley.*] You have told the Committee that your experience extends over Derbyshire, South Nottingham, and Leicestershire?—Yes.

775. Are the holders generally in that district large or small?—Generally speaking, small.

776. What size are they?—They do not average more than 200 or 300 acres.

777. Are you employed as an agent of estates as well as valuer?—In a small way, for two or three.

778. You have not any extensive knowledge as an agent in regard to letting estates?—No. I let some land, but not to a great extent.

779. Do you know, of your own knowledge, whether there has been any general requirement on the part of the tenants to have clauses introduced into their agreement which have been refused by the landlords?—I am not aware that there has been.

780. What are the items that you think a tenant ought to be entitled to receive payment for on quitting his farm?—I think there ought to be a larger allowance for lime and manure, and drainage.

781. What do you mean by the word manure; do you mean manure of all kinds?—I mean manure made from the use of oil-cake, and bought manure, that is, stable dung, or night soil; an allowance for rape-cake, or lighter manures, I do not think ought to be taken in; guano, I do not think, lasts more than one crop, myself.

782. You mean the manure brought on the farm, not manure made on the farm?—Without it belongs to the tenant.

783. In those cases where it now belongs to the tenant, do you think it might be altered?—If it could be, it would be desirable. I think if all manure belonged to the tenants it would be better, because if they were going to quit the farms they would take care and make a good quantity of manure for the incoming tenants, so that nothing would be wasted.

784. Do you think a tenant having come into a farm, paying nothing for the manure, the manure having belonged to the estate, ought now to be made by Act of Parliament possessor of that manure?—Not without paying.

785. But who is he to pay?—The landlord.

786. You state that in some parts of the district with which you are acquainted the custom is that the manure made upon the farm belongs to the tenant?—Yes.

787. And in others it does not?—And in others it does not.

788. According to your view, there should be some legislative enactment to make it equal?—I do not say that.

789. What is your opinion; ought it to be so or not?—That must be as the landlord and tenant agree; it would be better if all the manure belonged to the tenant, because a tenant who was going to quit a farm would take care of it, instead of wasting it, and leaving little for the incoming tenant in many instances.

790–1. What is the practice with regard to buildings in the district you speak of?—Generally the landlord finds the materials, and the tenant does the workmanship.

792. That is the general practice?—Yes, that is the general practice.

793. Are thrashing machines generally used throughout the districts you speak of?—Yes, they are generally used, but there are no steam engines at all.

794. Are the thrashing machines portable or fixed?—Most of them are portable; there are a few fixed, but not many.

795. And where there are fixed thrashing machines, are they considered to belong to the tenant, or are tenants allowed to remove them at the termination of the tenancy?—Where the machine belongs to the tenant, he would remove it; that is the practice in our neighbourhood.

796. The buildings belong to the landlord?—Yes, no allowance is made for buildings on quitting.

797. Whether the tenant has put them up or not?—It is to be understood I said the landlord found the materials and the tenant the workmanship, and therefore no allowance is made under those circumstances.

798. Supposing the tenant found the materials as well as the workmanship, would there be any allowance in the part of the country you are acquainted with for those buildings?—Not that I know of.

799. What period of time should be allowed for lime?—Five years.

800. Without reference to the number of crops taken?—Ours are all yearly occupations, and therefore if the landlord or his agent allows his land to be improperly kept, it is his own fault.

801. What is the course of husbandry in the district?—On the light land the four-course is the usual system; upon the strong land, the five, and in some cases six-course system.

802. How long do the seeds lie?—One year in the light land, and upon strong land two generally.

803. Do you say that the period you assign for lime should apply to other land equally with yours?—I should say that upon the strong land it would last longer than the light; the principle of liming adopted by me is this: I put on five to six tons an acre, and I never find it necessary to lime under 10 years myself. The effect continues much longer than five years.

804. You think the incoming tenant should pay for five years?—Yes.

805. And do you apply that principle to the heavy land as well as the light?—The heavy land is influenced by it longer than the light.

806. If it lasts longer do you apply the same principle?—Yes, that would be fair between both parties.

807. Five years?—Yes.

808. What period should you give for drainage?—I should give six years for draining, upon shallow draining from two feet to three feet.

809. The depth of the drainage would alter the expense?—Yes.

810. Therefore you give six years' drainage?—Yes.

811. How would you deal with oil-cake?—I should give for the oil-cake one-half the last year's bill; that is what has been recommended, I think.

812. Do you agree with that recommendation?—Yes.

813. How would you treat the custom you have stated to exist as to the incoming tenant having the right to enter upon the land?—The incoming tenant has no right to enter, in our district, until Lady-day, without a special clause in the yearly agreement.

814. The outgoing tenant takes the crop?—No, the outgoing tenant does not take the crop, but the incoming tenant could not enter upon the farm till the 25th of March.

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815. You have stated that you should value the crop of wheat to the incoming tenant if he agrees to take it?—Yes.

816. And that if he does not agree, the outgoing tenant takes it as the away growing crop?—Yes, as in the instance I have alluded to.

817. How would you deal with those cases by law?—That I cannot give an opinion upon, as to how you are to deal with them.

818. You say the Loughborough Society has considered the question of tenant-right very much?—Yes.

819. Have you considered this portion of it, as existing in the part of the country which you say you are conversant with?—That must be a private agreement between the landlord and the outgoing tenant.

820. It must be left as it stands?—The crop must be bought up by the owner of the land; it cannot be done in any other way.

821. Would that be done by law, or be allowed to remain as it is?—I do not pretend to give an opinion as to what should be done upon that particular point at all.

822. Is there anything, in your judgment, to prevent parties securing to themselves, by private agreement, the advantages of the five years for lime?—It might be done by private agreement if they would do it.

823. But there is no reason why they should not do it, in your judgment?—No.

824. Do you, of your own knowledge, know that any landlords have refused to enter into such agreements at the general wish of their tenants?—Yes, I know they have been refused agreements of that kind.

825. Do you think that that is general?—I know that they are not given generally; I am quite sure that if the landlords knew their own interests, they would offer such agreements to their tenants.

826. Do you know the fact, one way or the other, whether there has been a general request on the part of tenants to have such agreements, and whether they have or have not been generally refused?—I do not think there has been a general application for them.

827. Mr. *Bouverie.*] Have there been no such agreements entered into?—Not in my immediate district.

828. The Earl of *Arundel and Surrey.*] Did you hear the evidence given by Mr. Beasley as to leases?—Yes.

829. Does the general feeling in the part of the country you are acquainted with correspond with that?—The feeling in my part of the country is unfavourable to leases.

830. Mr. *Bouverie.*] Why is the feeling unfavourable to leases?—Because the occupations are too small; it would not benefit the occupier to grant him a lease; it is better to let him live under the compensation of tenant-right than to give him a lease; the tenant would manage the land much better, and the owner of property would have more influence over him; in that way the land would be kept in better condition than by granting a lease for so many years. The land does not require so much capital where the occupation is small.

831. The Earl of *Arundel and Surrey.*] Has there been any change of feeling in that respect within your recollection?—No, I do not think there has.

832. Sir *C. Lemon.*] Then, of the two, you think they would prefer the tenant-right to the lease?—No doubt of it at all.

833. What difficulty would there be in a man having the advantage of both, that is, a lease containing covenants giving him all the advantages of the tenant-right at the end of his term?—Only this advantage, that in small occupations the landlord would run all risk, the tenant would run no risk at all, because in small occupations the tenants have not the capital that they have in larger occupations. Leases are only required where there must be a great outlay to bring bad land into a good state of cultivation.

834. Mr. *Newdegate.*] You have stated that there is no great desire for leases?—No, there is not.

835. Is not that attributable to the fact of the landlord making allowances when the tenant is distressed by any circumstance?—No, it is not at all.

836. You have been asked whether the recovery of the compensation under the custom would not apply as advantageously under a lease as under a yearly holding?—Yes.

837. Would not the fact be this, that the recovery under the lease, according to the custom, would only happen once, perhaps, in 21 years or 14 years under a lease, whereas the recovery would happen under a yearly tenure, whenever that tenure terminated?—Yes, you would recover just the same under a lease. I do not think there is that desire for leases that there was some few years ago.

838. You would not recover so frequently under a lease, or have the power of recovering so frequently under a lease, as you have under a yearly tenure?—Certainly not.

839. Do you think that it is more advantageous for the tenant and for the advantage of agriculture, that there should be in the agreements by yearly tenure, clauses giving the tenant compensation for improvements, rather than that the compensation should be included in the terms of the lease?—I think it would be better.

840. Have you any knowledge of leases?—We have none in our neighbourhood, that I know of.

841. And they are not desired?—They are not desired at all.

842. Mr. *Henley.*] In the district with which you are acquainted, are the tenantry short of capital?—Some of the small occupiers are short of capital.

843. In your judgment, does it require more or less capital to occupy one farm of 500 acres, than two farms of 250 acres; that is, supposing 500 acres to be occupied by one tenant, would it require more or less capital to cultivate that 500 acres in one farm, than if it were divided into two?—It would require less in proportion in one than in two.

844. Yet you say the smaller farmers are short of capital?—I say generally it is the case; I do not say they are all short of capital, but they have less of capital than the occupiers of large farms.

845. In your neighbourhood, generally speaking, when the parties come to take farms, have they, in your judgment, generally sufficient capital, or are they bare of capital?—In many instances they are short of capital.

846. Would an extensive tenant-right, such as you have described, require a greater capital?—Yes, it would.

847. The coming in to the farm would be heavier?—Yes.

848. Then the heavy tenant-right would have a tendency to shut out men of small means?—It would require more capital to take the land.

849. And necessarily that would shut out men who have not that large capital?—It might have that effect in part.

850. *Chairman.*] Supposing the effect contemplated by the last question to take place, that the incoming tenant would not be able to take so large a farm, would not it answer better for farmers to take farms more within the power of their capital, and to farm a smaller quantity of land higher?—No doubt it would.

851. Do you not also think that though the present occupiers of small farms are short of capital, if they had the security given to them which is contemplated, it would afford them means of raising money in some manner to invest more money in their farms?—Yes, it would.

852. You think that parties might be disposed to advance capital on this claim of tenant-right?—They would do much better with the tenant-right.

853. Is it your opinion that not only the tenants do not desire leases, but that it would be imprudent on the part of landlords to grant leases to tenants with deficient capital?—That is my opinion.

854. It would not tend to increase the produce of the land?—Certainly not.

855. How much do you think, if there were a good system of compensation by tenant-right, the produce of the land would be increased in your neighbourhood?—From the experience of my own farm I should say (and I have used a good deal of cake and other manure), I think on that farm I have a fourth more than when I began to farm it.

856. Might that be taken as a fair example of the increase of produce?—Yes, of all land that is in a high state of cultivation.

857. Mr. *Bouverie.*] Looking at it in a business point of view, has it paid you as a farmer?—I have no doubt of it.

858. *Chairman.*] Then do you think that you would be entitled to receive such compensation as you have pointed out, in the event of the farm being taken from you?—I could not claim it.

859. In

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859. In justice, do you think you would be entitled to such compensation, in the event of the farm being taken from you?—Yes.

860. Mr. *Moody*.] If you had not had that capital which you have, would it have paid you to have borrowed money and expended it on the farm?—I do not think it would, except under a taking of a great number of years.

861. You would not encourage the expenditure of capital in that way; that is, raising money for that purpose?—I can only say this, that it has answered my purpose very well.

Chandos Wren-Hoskyns, Esq., called in; and Examined.

C. Wren-Hoskyns Esq.

862. *Chairman*.] YOU are a Barrister?—Yes.

863. You have paid a great deal of attention to the state of the law as between outgoing and incoming tenants?—Yes.

864. Lands are held in England either by agreement or custom of the country?—Yes, either by lease or agreement for a lease, which would be tantamount to it, or an agreement operating merely as a taking from year to year.

865. Mr. *Moody*.] In the shape of a running lease?—Yes; it would be a running lease for a year, but it is not considered as a lease.

866. Mr. *Bouverie*.] By law any agreement for more than three years must be in writing?—Yes.

867. *Chairman*.] Have you considered the subject of compensation to tenants for the improvements of the land?—Yes.

868. Are you aware that in some parts of England compensation is awarded to them by custom?—Yes.

869. The Committee has received a legal opinion that in some parts of the country, where no such custom of giving compensation to the tenants for improvements exists, that the landlord being a tenant for life would be unable by agreement to charge his successor in the estate, but that any such agreement, if valid at all, would fall upon the personalty he left behind him; do you coincide in that opinion?—Yes, entirely.

870. You are of opinion that the Lincolnshire landlord, being supported by the custom of the country, could safely sign an agreement recognising the claims of his tenant, say to six years, or whatever term it might be, for improvements by chalking the land, but that the landlord in Berkshire or Gloucestershire would not be safe at law in signing such an agreement?—I think not, and I think that the custom must be very clearly proved in order to charge the property; even in the former case, in the Lincolnshire case, there must be clear evidence of the custom, I apprehend.

871. You are of opinion then that the agreement by the Lincolnshire landlord would not be valid in itself, but only in so far as it was supported by evidence of the custom?—So far as the courts would be willing to receive the custom, and only so far: it could not operate as law further. It would be received in the same manner as the custom of merchants in London is received by the courts, and which has the effect of law.

872. To take another case: if a landlord in Leicestershire signed an agreement to give five years' compensation for lime, the custom of the country being only for one year, would he be safe as to his personal representative after his decease, in so enlarging the existing custom?—I think that it would not charge the estate; the claim would be against his personal representatives.

873. So that if the landlord, desirous of improving his property, were to sign those agreements to a large extent, and the property were to descend to the minor, a distant relative, the guardians of that minor would, in your opinion, not be justified in paying that compensation to the tenants out of the income of the minor?—I think not, as claimed of right.

874. Therefore, their legal course would be to throw the claim upon the legatees of the deceased landlord?—Upon the personal representatives.

875. The personal representatives of the deceased landlord?—Yes.

876. Mr. *Hayter*.] Although that is the case, provided the tenant for life is restricted, or is unable to grant leases, yet does that rule apply where the tenant for life is enabled to grant leases?—It would apply equally, I think.

877. In ordinary cases there is a power by every settlement to enable the tenant in succession to grant leases binding upon his successor?—Generally: powers to different extents.

878. And where those cases prevail, or where that power is granted, in such a case is not the tenant for life enabled to grant a lease containing all covenants that are requisite for good husbandry binding upon his successor?—So far as the benefit of the lease is derived from the security of the holding, he is entitled to do it, but not so as to extend to all special covenants that he may import into the lease.

879. Do you apprehend that the power to grant a lease for 21 years of farming land, does not enable the tenant for life to grant such a lease as would enable the property to be farmed consistent with the course of good husbandry by special covenants to that effect, binding upon the successor?—By general covenants; by the covenants that are usual; but I do not think he could introduce special covenants, operating as a prospective charge.

880. Your doubt would arise as to whether he could introduce any special covenants so as to be consistent with good husbandry, yet not consistent with the customs of the country?—I think so, if they were of a nature to extend the charge upon the estate, or upon the heir to the property.

881. That may be illustrated in this way: in the south of England, where the Lincolnshire customs do not prevail, could a tenant for life grant a lease under the power of granting a lease, importing into that lease the customs of Lincolnshire, so as to be binding upon his successor?—I think not.

882. Mr. *Bouverie.*] And that would depend very much upon the wording of the power?—I think not, because the power to grant leases contained in settlements is granted chiefly with a view to extend the time of holding, but not to extend the powers of the landlord so as to charge his successor on the estate with the payment or with the discharge of any claims that he should import into the lease that were of a special kind.

883. That is the ordinary leasing power you refer to?—Yes; that he would have as tenant for life.

884. Mr. *Hayter.*] He would not have power to put an additional charge upon his successor?—No.

885. The ordinary covenants do not enable the tenants for life to deal with the property to put a larger charge upon the successor's property?—Certainly not.

886. Mr. *Newdegate.*] Can a tenant for life grant a lease of mines which would be binding upon his successor?—I apprehend that he can, provided that under the settlement by which his interest is created he is not restricted as to mines or minerals, but has the power of granting a lease of the land generally; that where the land is let for 21 years, or for any other period, he has the power to include mines in the lease.

887. Would not it seem proper that the leasing should extend to the special clauses of a lease granted by a tenant for life?—I think not; the lease without a reserving clause would carry the land with all that is "over it or under it;" but the importation of a special clause into the lease, which would increase the charge upon the successor, would come under no analogy with that which was carried by the leasing of the land itself, such as a mine or a quarry, or anything growing upon the land not usually let in the course of husbandry.

888. Then the distinction is this; that a tenant for life could grant a lease of mines, but could not grant any compensation under that lease for the expense of getting the mines in?—A great many excepted cases have arisen before the courts regarding mines, which have carried the law in the mineral districts, with respect to mines, beyond any cases that have arisen as regards agriculture; therefore special decisions of the courts, in which the necessary expenses for opening shafts might be included, would not be taken as of course to apply to any increase of expenses required for agriculture.

889. Then the result of your opinion is this, that the law with respect to compensation under leases for agricultural improvements is practically more restrictive than it is in the case of mines?—I think it is; because it has not been carried out to the same extent by special decisions.

890. Mr. *Hayter.*] You allude, of course, in both those cases, to where the tenant for life has no power to grant leases, because if he has power to grant leases, the exercise of that power must be dependent upon the terms in which it is granted?—It is of course dependent on the power given by the settlement.

891. Both with regard to leases of mines, and with regard to leases for agricultural purposes?—Yes.

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892. You are to look at the power of granting leases for the one purpose or the other; and the power the tenant for life is restricted by; the power contained in that deed under which he acts?—Yes.

893. Have you turned your attention at all to compensation to an outgoing tenant for agricultural improvements as between that outgoing tenant and the incoming tenant?—I have.

894. Has anything suggested itself to you in the nature of legislative enactment, by which the existing relations could be in any degree improved?—With reference to fixtures or agricultural improvements.

895. First of all, with regard to fixtures, does anything suggest itself to you with respect to the state of the law as to fixtures that requires improvement and alteration?—Yes, there does.

896. Be so kind as to specify what alterations of the law on the subject have suggested themselves to your mind?—It appears to me that the law with regard to fixtures, in the case of fixtures for trade, or ornamental fixtures, has been permitted to go further by the courts, though perhaps not to the full extent that has been recently stated in some publications upon the subject; but it has gone very much further than the law relating to agricultural fixtures, and upon grounds of argument which are equally applicable by analogy to agricultural, as to trade fixtures.

897. Do you think if the law were so altered with respect to agricultural fixtures as to make it the same as with regard to trade fixtures, that would be sufficient, or do you think the law as to fixtures with regard to trade and to agricultural fixtures, requires uniformity of alteration?—Without doubt it requires uniformity of alteration, that is to say, that the law as to trade fixtures should be more settled, and that the law of agricultural fixtures should be put upon the same footing.

898. Could you be more specific in your suggestion with regard to the improvements which you think desirable to be effected in the law as to agricultural or trade fixtures?—I should suggest that all buildings raised by the tenant for the purpose of his business should be his property, and that he should have a claim on the expiration of his tenancy to the amount which he had laid out on the erection of that property, or such a proportion of it as might be due to him, allowing for decay or dilapidation.

899. That would be a general rule which you would think capable of being carried out by legal enactment?—I think so.

900. Sir *C. Lemon.*] Would not a rule of that kind leave it open to the tenant to erect buildings that might be of use to him personally, and not of essential advantage to any tenant who might follow him?—If they were buildings required for his trade, they would always be of more or less value, according to the estimates of different parties. Different valuers would estimate the improvements so made to the farm at different rates, no doubt, but in assessing the amount that was to be paid to the tenant as the value of the fixtures that he had erected, I apprehend that would always be an item in the valuation, and should be included together with the extent of dilapidation.

901. Would it not be more convenient and more fair if it were alternative?—Yes; I should so propose it.

902. Leaving it open to its either being paid for, or else removed by the tenant at his own expense?—I am of opinion that the alternative should exist; that the tenant should have the power of removing the buildings, or requiring that they should be paid for, subject to a valuation.

903. Mr. *Hayter.*] Would you give the landlord the power of refusing the payment of such buildings, or such fixtures; for instance, might it not happen that the tenant might carry on his trade in a different way from the succeeding tenant, or the landlord's wish; and in that event would you give the tenant the power absolutely to require from the landlord or the incoming tenant compensation for the buildings which he had so erected; or would you not enable the landlord to take them, giving compensation; and in the event of declining to give that, to enable the tenant to remove or dispose of them?—I should meet that difficulty by requiring the tenant to give notice to the landlord, previously to the erection of the fixtures, and that after that the landlord should be bound by such notice to take them at a fair valuation.

904. The tenant giving notice to the landlord; do you mean that that should be given, the landlord having the power of refusal?—Yes.

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905. The notice being given independently of the landlord's prohibition, that notice would amount to nothing?—I mean merely that the landlord should have a knowledge of it.

906. Mr. *Bouverie*.] Would the notice to the landlord be merely with reference to the assent or the refusal to take the improvements at the end of the term; would not that be tantamount to giving notice to the landlord, with a specification of his intention to refuse to take the improvement, or to take it at the end of the term?—No, the tenant would not undertake the building if the landlord refused to accredit it.

907. Supposing the tenant to build, irrespective of the landlord's determination, you would permit the landlord to refuse all compensation, and to say to the outgoing tenant: take away your improvement after notice?—In that case the law would be carried much farther than at present, because the tenant would have power to take down the building, which he has not at present.

908. Do you contemplate that possibility?—I think the landlord should have a voice in the matter; that he should have notice of the fact of the building being erected.

909. In the notice would you allow him to say, "I will not consent, and I will not remunerate you for the building when the term is expired"?—I think he should have that power, that the tenant might have notice of his intention, and act accordingly.

910. Sir *C. Lemon*.] Suppose a case, that a landlord and tenant had agreed that a certain building should be erected at the expense of the tenant, and that the landlord, at the expiration of the term, should make an allowance, whatever it might be that was agreed upon to be paid, in the case of the landlord holding merely for his own life, that agreement would not be binding thereafter?—Not upon his successor.

911. After his demise that would cease, would it not?—Yes.

912. That comes within the condition spoken of just now?—Yes.

913. Then could that be adopted as a general rule?—Not without an alteration of the law.

914. Mr. *Newdegate*.] Is not there this great distinction between tenure of trade and tenure of land for agricultural purposes, that in general the tenures for trade are under leases, and frequently building leases, whereas the general habit of letting land for agricultural purposes is either from year to year, or by comparatively short leases?—I do not think that that was the principle of distinction that has operated to vary the law with relation to fixtures between them.

915. You do not think that that difference has operated towards giving the tenant in trade a greater claim for fixtures than has hitherto been possessed by the agricultural tenant?—I think not, as a general rule.

916. Then in the execution of the law relating to fixtures, which you would propose, would you apply the same principle in both cases, namely, that the tenant shall have the option of removing the fixtures in case of a refusal to make compensation for them on the part of the landlord?—I think the same rule should exist in both cases.

917. Mr. *Bouverie*.] Would you allow a landlord having a limited interest in the land, notice being given to him, to bind by his assent subsequent interests in the land?—To have power to do so, do you mean.

918. Yes. Supposing notice to be given of an intention to erect buildings to a tenant for life, and the landlord assents, by that assent proving that he is willing to remunerate the tenant on going out for that building, would you allow that assent to bind the subsequent interest?—I think so.

919. Mr. *Newdegate*.] You would connect the claims for the compensation under the agreement or lease, with the estate?—Yes.

920. Mr. *Hayter*.] You say the estate would be so much improved when it reached the successor's hands, that you would require the successor to give that compensation?—Yes.

921. Mr. *Henley*.] Then if you would give parties power to bind their successors, with regard to building fixtures, would you also take into consideration any dilapidation of the premises or land, so as to allow them to be used as a set-off against the improvements?—I should.

922. The whole condition of the premises should be taken into account?—Certainly.

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923. Mr. *Hayter*.] Having therefore ascertained your opinion with respect to fixtures and buildings of that description, do you see any mode by which legislation could be usefully employed for the purpose of compensating tenants for improvements on their soil?—I think that the analogy of the same principle would require that the same claims for compensation should arise for permanent improvements to the land.

924. What do you class under the head of permanent improvements?—Drainage, extensive works for irrigation, and roads.

925. Would you include fences?—In some cases fences, boundary fences, but not mere divisions of fields.

926. You think this comes so near the category of buildings that you would class them in the same list?—Yes; I think so.

927. Both being permanent improvements?—Yes; and that the same analogy must necessarily be followed in degree, throughout the class of improvements which are less permanent, such as alterations which change the constitution of the soil, as marling or chalking.

928. Or claying?—Yes; or claying, on sandy soil.

929. Do you think, in that instance, that legislation could compulsorily direct compensation to be given by the landlord to the tenant for those improvements?—It would be very difficult to make it an act of direct legislation; but it appears to me that powers might be intrusted to those who should direct the arm of legislation in enforcing the claim of the tenant for improvements of that kind, that had been made; not that legislation should dictate what the allowance or compensation should be, but merely that there should be a power given by the Legislature, in order to authorise their decision upon such a subject, whether it be the arbitration of a single referee or umpire, or the arbitration of a Board or court.

930. Then you are to be understood that those claims to which you have referred are just claims to be substantiated against the landlord, and the mode by which you would sustain them would be establishing a species of court of arbitration by which the rights might be ascertained?—That is my view.

931. Sir *C. Lemon*.] And that without reference to any special custom, merely upon the general notion of right?—Merely as a general notion of right, under which the custom would be matter of local evidence.

932. Mr. *Newdegate*.] Would your suggestion apply equally to holdings from year to year under an agreement as to leases?—Yes, it would.

933. You speak of the constitution of a court; how would you apply the constitution of a court to the various requirements of various divisions of the country?—By making use of local agents already in existence, of parties who are employed to pronounce upon subjects of that kind.

934. Would you see any objection to empowering and limiting and defining the powers of local agents for this purpose, without the interference or establishment of such a court?—I think that they would be able to pronounce as efficiently upon the question of agriculture, but that they would not be able to pronounce with the same efficiency as they would when empowered by Act of Parliament, which should constitute them only as part of the system.

935. Would they not have the same authority, or perhaps a greater authority, if their decision was to be referred to one of the courts of law; one of the courts of circuit, as now established?—I think not; because I think neither the farmers nor the landlords would attach quite the same value to a judgment pronounced by a court of law as to the judgment of a court which was familiar with and understood the subject of agriculture, as well as the bearing of the law upon the case.

936. Would not a court of circuit have greater facilities of obtaining evidence than any one single person?—I should doubt whether it would always be a question of evidence; or frequently the question would be one in which the evidence could be easily produced by the surveyors employed. The difficulty lies in adjudicating fairly between the parties, that is, of pronouncing efficiently as well as fairly upon the mixed question of law and fact that would have to be decided.

937. Supposing a case of difference between the arbitrators to arise, it would not be possible for the court to take the dictum of one arbitrator against another arbitrator; and in such a case of difference additional evidence must be required to corroborate the case proposed or disputed by one or the other?—I should have

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have thought that the court itself would have been the best party to pronounce upon a question of that kind, so long as they have the evidence before them that both the surveyors had acted upon.

938. Then you would take the evidence of the two surveyors as indisputable?—I think that, in the majority of cases, the evidence would be admitted as to the facts. The difference would be for the opinion of the referee.

939. The question supposes a case where a difference arises upon the value of an allowance awarded by one arbitrator and disputed by the other?—There must in that case, I presume, be further local evidence; but I think that those cases would be the more rare.

940. Are you aware that the system of making awards is become very undefined in cases where compensation is sought under the custom of the country?—Yes.

941. And where the system of making compensation under awards is undefined, are not those the places where, on dispute arising, it is most eminently necessary to require local evidence?—No, I have not viewed it so. It has appeared to me, in the cases where awards have been insufficient, it has been partly through the incompetency of the surveyor to pronounce both upon the agricultural question, and upon the legal question.

942. Are you not aware that the system of framing awards has become exceedingly loose in some cases, and that the award has been given in the aggregate, without the items constituting that aggregate being specified?—No, I have not heard of that as common.

943. But supposing what has been stated to be the case, would not local evidence of the value of the improvement be most important to a just view of the case?—It would be necessary.

944. And where it was necessary, would not there be greater facilities for producing that evidence before a court on circuit, than in any single court?—I think not. There would be more expense in attending it than a local court; but I think the evidence of the same parties would be obtained as effectually.

945. Would not there be more expense in summoning those parties to any local court, than allowing their evidence to be taken before a court which, by being on circuit, would come to their neighbourhood?—The expense might be less if it were taken on circuit; but there are circumstances attending a circuit that would make it less satisfactory in other respects. There would be a degree of hurry attending upon it, and the time and attention of those who were employed are very much engaged by the press of business that takes place at a town upon the circuit.

946. Does not that same objection apply to all the business now arising on circuit?—To all references that arise.

947. And you think that that inconvenience would counterbalance the additional expense and inconvenience of summoning parties to give evidence from all districts of the country before one local court?—I think it would, because I think that a general Board would be so much more capable of pronouncing upon the question than any Board that could be constituted at the assizes.

948. The question refers, not to the capability of the land, but to the comparative expense of conveying and examining parties in the districts, or the summoning them to the Central Board?—There might be more facility in the mere collection of evidence upon the circuit.

949. Mr. *Bouverie*.] You were understood to say, with regard to those alternative improvements, that you would apply the same rule to them as in the case of fixtures?—I would apply the same principle.

950. Is not there a strong distinction between the two in this respect, that one is removable and the other is not?—In the latter case it is removable only by being less permanent; it can only be taken away by the crops being taken off the land.

951. In the case of the fixtures the tenant upon going out would have the alternative of removing them, or in the case of the landlord dissenting, claiming compensation at his hand?—Yes.

952. In the case of the improvement of the soil the tenant has no means of removing at all?—No.

953. What provision do you make in case the landlord refused his assent, and yet the tenant made the improvements; in that case would you allow the tenant to

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to recover against the landlord for improvements made against the consent of the proprietor of the soil?—No; I should in all cases require notice to the landlord of an expensive improvement.

954. Notice to be followed by the landlord's consent?—Yes.

955. In the case of those improvements, would you make the consent of the landlord holding a limited interest binding upon remainder-men and reversionists?—Yes.

956. Making it a liability, in point of fact, running with the land?—Yes.

957. Mr. *Henley*.] Is there anything in your judgment that would prevent a tenant, holding under a landlord, having a limited interest, securing the advantages you think he ought to have by his agreement with his landlord?—There is nothing to prevent it; I am not aware of anything.

958. If persons having limited interests were enabled to do that by legislation which the fee-simple landlords could do, the tenant would be effectually secured?—I think so; so far as the permission of the landlord, which I presume would be taken, would go, it would apply in both cases.

959. That is to say, the power to make an agreement in the fee-simple landlord would be sufficient, and therefore, having a limited interest to secure the heirs, he ought to be secured by agreement?—Both would have the power of doing so, in that case.

960. Can you point out any advantages, and if any, what, that would accrue by legislative interference instead of leaving the parties to secure that right by private agreement?—I think so, because the opinion of individual landlords as to the advisability or otherwise of the improvements might not be always the most conducive to the interests of the community, or to the interest of their successors; they might be disposed to refuse their assent to improvements which were in themselves desirable.

961. But you were understood to say that you would not permit any improvements to take place, except upon notice to the landlord and tenant?—Yes.

962. Then you were rightly understood to say that you would not permit any improvements to be made at the charge of the land, without notice being given to the landlord, and his consent first had and obtained?—Yes.

963. If his consent is first had and obtained, why should not he be equally competent to do the same thing by agreement?—My only reason for requiring his consent at present is, because there is no other party to pronounce upon it but the landlord; there is no other decision that could be got as to the advisability or otherwise of the improvement, except that of the landlord himself; but I think that a body capable of judging on the question of agricultural improvement, could be depended upon for giving a useful opinion upon the subject more than an individual who might be influenced by various reasons for refusing his assent to improvements, which in themselves might be desirable.

964. You were understood to say that those improvements ought not to be allowed to be made without the previous consent of the landlord?—I think, under present circumstances, that it should be obtained.

965. Under the circumstances which you wish to create by law, would it be necessary then?—I propose a Board that the tenant could refer questions to of that kind.

966. Can you point out any distinction why parties having a fee-simple interest cannot secure to a tenant, or a tenant secure from such parties, the advantages you think they ought to receive?—I think that a tenant should have the power to do so, unquestionably.

967. Why cannot a tenant secure, from the landlord having the power, those advantages which he ought to receive in his tenancy?—He has no power to compel the landlord to make any special contract with him to that effect.

968. Is there any power now by law to compel a landlord to let him a tenement at a certain rent?—No.

969. Is not the rent as material to the tenant as the condition?—Yes.

970. How would you separate in principle the compelling a landlord to attach conditions to a tenancy, and not compel him to let him have it at a certain rent; what distinction in principle would that make?—All that I should imagine was required beyond the power of the landlord who has the estate in fee-simple would be, that a tenant should have some means of referring the question to a tribunal that is capable of dealing with it.

971. Do you mean to refer it at the commencement of the tenancy or at the end

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end of it ?—At the time when the improvement is made, and at the time when the valuation is made at the end of the tenancy.

972. Then, is it your opinion that, in principle, the owners of tenements and the persons renting tenements, instead of making their own agreement, should be obliged to go to some court to fix the conditions upon which the tenancy is to take place ?—No.

973. How do you separate, in principle, the point to which you would go in taking this larger step ?—By the constitution of a Board who were capable of entertaining questions relating to agriculture there would be a means of reference for a tenant, in order to enable him to obtain the opinion, and to have the question pronounced upon, for which he has at present no resort at all, as against the mere opinion of the landlord of the advisability or otherwise of the improvement.

974. Then, according to your judgment, some tribunal should be constituted somewhere that is to dictate the terms of holding between landlords and tenants in England ?—I think that as there are evident difficulties in the way of direct legislation for questions relating to landlord and tenant, and as there is at present a great want of remedy on both sides, both as against the tenant for bad husbandry and as against the landlord for confiscation of property invested by the tenant, there is evident room for the establishment of a tribunal which would be able to pronounce upon such questions more efficiently than the courts can now do.

975. Confine yourself, if you please, to the commencement of the tenancy, in order to go step by step to see how the tenancy is to begin. How would this tribunal act at the commencement of the tenancy in settling the terms between the landlord and the tenant ?—That would not be required.

976. Then the Committee were wrong in understanding that there was to be any reference to this tribunal in settling the terms at the commencement of the tenancy ?—Yes.

977. If a landlord and tenant had entered into a contract upon certain terms, which they were both satisfied with, is it your opinion that the contract having been so entered into, any tribunal ought to step in and vary that contract ?—I think that land is a species of property in which the whole community have an interest, and that there should be a means of referring from the capricious opinion of the owner of it, or from the difficulties under which the owner may be, which disables him from making such an agreement with his tenants as prevents the tenant from being able to make the greatest produce from the soil. I think that such an interference could only be justified upon peculiar grounds, such as the interest that the community have in the production of the soil.

978. The tenants of Lincolnshire have a certain mode of cultivating their land, and a Lincolnshire tenant and a Lincolnshire landlord having made an agreement that the relations between landlord and tenant are to subsist in certain modes, conformable with that custom and practice, you would give power to a court, sitting in London, at the termination of that tenancy to upset what they had agreed upon, and to introduce what might be the custom of Scotland, or some other custom which this court thought more conducive to the public interest ?—No ; it would be the business of such a court to examine into the customs of the kingdom, and to endeavour to decide questions between landlord and tenant in counties and districts where the customs are now bad, according to the evidence obtained of the customs which existed in the best farmed districts ; just upon the same principle as the Board of Agriculture collected the evidence of all the different customs which existed in the different counties of England and brought them together into one mass for the purpose of comparison, and ascertaining what were the best.

979. Then if this particular Board was of opinion that the custom of the county of Kent was superior to that of Lincolnshire, the Lincolnshire landlord and Lincolnshire tenant, in spite of their agreement, would find themselves dealt with by the custom of the county of Kent, not that they had mutually agreed to abide by ; is that your opinion ?—I think that in districts where customs are at present bad, it would be productive of good ; first of all, that the knowledge of good customs should be spread to them by means of the decisions pronounced by competent parties. I cannot see that there would be any hardship upon any party by the substitution of a good custom for a bad one.

980. How would you constitute this Board, and of whom ought it to be composed, in your judgment ?—That is a question I am not prepared to answer ; the ground on which I imagine that benefit would be derived from a Board of Agriculture

culture is, that a difficulty appears to me to exist in the way of direct legislation for the purposes that are classed under the name of tenant-right.

981. You have told the Committee that this Board should have the power to do away with the customs they thought bad, and instead of that to settle the question between landlord and tenant on the customs they thought good, without reference to the contract entered into between the parties. Did you mean that to be understood?—No, I do not think I have gone the length of that, but I have said that on this Board being constituted, it would be their business to collect evidence of the different customs of the different counties, and that it would be a matter of further arrangement how far they would themselves be able to extend a custom which they considered good to those counties in which bad customs at present exist.

982. A Lincolnshire farmer and a Lincolnshire landlord having made a contract, the tenancy being terminated on their applying to this particular Board to decide the terms upon the determination of the tenancy, it would be open to that Board to decide other than in the terms of the contract. Your opinion is requested upon that point?—I can hardly venture to define what the jurisdiction or what the power of the Board should be; it appears to me to be the only mode of getting rid of the difficulty which seems to exist in the way of direct legislation upon questions relating to agriculture.

983. Do you think that the tenantry of Lincolnshire or the tenantry of any other county, having entered into agreements with their landlords, or living under the customs of the country, without agreement, would submit for one moment to have their interests decided upon by a Board in London, upon a principle that the county of Kent or Scotland or any other district acted upon, but which they were totally ignorant of?—I think the tenantry of Lincolnshire, of all others in the kingdom, would least require it; but the evidence of a good custom prevailing in Lincolnshire is the best proof that such customs are required to be known in other counties.

984. That is not exactly an answer to the question put to you. You were asked whether you think the tenantry of Lincolnshire, or of any other county, having made agreements with their landlords, or living under the custom of the country, would consent for one moment to have their interest dealt with upon the principle of other customs, of which they were entirely and wholly ignorant?—I can hardly give an opinion upon such a question. I think that in the districts I am best acquainted with, the tenantry would be glad to have some parties to refer to who should have authority to pronounce, and who would have knowledge of agriculture sufficient to make their decision of value in questions that might arise between outgoing and incoming tenants, with regard to compensation for improvements that they had made.

985. You think that the tenantry of England would prefer that, sooner than being dealt with under the customs they have lived under, or the agreements they themselves have made; is that your opinion?—Not of the tenantry of England. I cannot pronounce an opinion so wide as that.

986. What district of tenantry do you think would so elect?—I think that in districts where the customs are very indefinite and uncertain, the tenantry would themselves be glad to have the customs decided, and authenticated if good as being the custom of the district; and that it should be understood that those were the terms on which their holding was regulated.

987. Speaking now of something that is to be done subsequent to the holding (not anterior to it, for you have said that you did not mean to apply that authority to the commencement of the holding), can you name any district in which you think, from your acquaintance with it, the farmers of that district would like to have their interests dealt with by a Board sitting in London, upon principles that they did not know of, and that might be exactly contrary to the agreements which they themselves have made?—I do not know whether the farmers would themselves prefer it; but I think that there are many districts in which benefit might arise to them from the alteration of the custom that exists.

988. Are you aware at all of the custom of the county of Kent?—Not at all.

989. You do not know that they farm more extensively on a tenant-right, that requires a larger outlay, than the county of Lincoln?—No; I thought the Lincolnshire tenant-right was the best.

990. You do not know that the coming-in in Kent is more expensive to the tenant than the coming-in in Lincolnshire; that there are so many things paid for?—No.

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991. Do you think that Kent, being a county where the cultivation is considered high, that the Kentish farmer would like to be cut down to a lower scale?—No; but my idea of an Agricultural Board is, that of a Board that should compare the different customs of different counties, because I apprehend that the customs in well-farmed districts are best adapted to the district. I have no wish to see the custon of one district imported into another hastily, but merely to have the custom as between the out-going and in-coming tenant more distinctly understood than those customs at present are, and improved if necessary.

992. And that and other important matters being in your opinion proper to be subjected to a Central Board, you have not formed any opinion at all of how that Board should be constituted, or of what class of persons?—Yes, I have formed an opinion of it, though not maturely.

993. Will you be kind enough to state what that opinion is?—I have formed it, generally, by reference to the Board of Agriculture that existed formerly.

994. How was that constituted, and of what class of persons was it composed, and what was the number?—That indeed I am hardly able to give. I only know that Sir John Sinclair was the president, and Arthur Young the secretary of that Board. They undertook the collecting of the different customs of England. It was a very valuable work, and has been made extremely useful as a reference by having been condensed into the work that now exists, the volumes of "British Husbandry," and incorporated in the law-books on landlord and tenant.

995. You have rather a sort of abstract idea of a Board composed as Sir John Sinclair's Board was, some 30 years ago, than coming to a more defined notion of it?—Yes.

996. That Board expired from mixing itself up with political agriculture, did not it?—I do not know. I understood that it had expired because it had attained its objects in having collected the customs; it is so stated in the introduction to the volumes of "British Agriculture."

997. Mr. *Newdegate*.] Your whole assumption that the constitution of this Board would be justifiable has proceeded upon the supposition that the community has a peculiar claim upon the land for its good cultivation. Now that the community have decided that they will not depend upon the land, is not that claim invalidated, since they have determined to derive their supplies from other sources as well as England?—That influences the view; but at the same time I consider that it is for the benefit of the community that the food of the country should be grown in the country rather than that it should be imported.

998. But the community have decided that they will not take any means to secure themselves that advantage, therefore is not the presumption upon which you have constituted this Board invalidated by the acts of the community itself?—The advantage is not secured to them by law as formerly; it is naturally secured to them, because I conceive that it is a greater advantage to the country that its food should be grown in the country than imported; it must be imported if it is not grown, to the detriment of the home labourer.

999. But the community, through the Legislature, have said that it is no longer to be secured by Legislative enactment, is not that the case?—Yes, but still it does not go the length of saying that food grown at home is not grown with more advantage to the community than if imported from abroad.

1000. The community have decided that they will not trust to that?—I do not understand the question as negativing the entire claim upon our own soil.

1001. The community, by determining that they will draw supplies from all the world as much as from their own production, have yielded any claim upon their domestic production, which was certainly based upon the peculiar favour shown to their domestic production; is not that the case?—I can only repeat my former answer. I think not.

1002. *Chairman*.] You have stated your opinion, as a lawyer, that the tenant or the landlord is not empowered to make agreements for compensation binding his successor?—Yes.

1003. You have also answered that the tenant of a fee-simple is empowered to do so?—Yes.

1004. Can you form any estimate what is the proportion of property in the country held under marriage settlements, and other settlements, to that which is held in fee-simple?—It is very large indeed.

1005. About what amount would be your estimate of the proportion?—I should say, speaking at a very rough guess, more than two-thirds.

1006. Where

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1006. Where land in fee-simple is mortgaged, would not that also impair the power of the owner to charge the property?—It would not impair his formal power of doing so, but it would subject his powers, to the extent to which he charged the land, to the necessity of giving notice to the mortgagees to that effect; but, as a matter of practice, I consider it would not prevent the power in the same manner as the fact of his having only a life interest.

1007. Mr. *Newdegate.*] The case might occur where a mortgagee was in possession; supposing the mortgagee in possession, would you give power to recover compensation for improvements against him?—I think I should invest him with the same powers as a tenant for life, or as the tenant on whose behalf he held the land. But this would be a fair case for reference by the tenant.

1008. That would again make the claim for compensation run with the land?—Yes.

Lunæ, 20° *die Martii,* 1848.

MEMBERS PRESENT:

The Earl of Arundel and Surrey.
Mr. Bouverie.
Mr. Burroughes.
Mr. Colvile.
Mr. E. Denison.
Mr. Tatton Egerton.
Mr. Hayter.
Mr. Henley.
Sir C. Lemon.
Mr. Moody.
Mr. Pusey.
Sir John Trollope.

PHILIP PUSEY, Esq. in the Chair.

Mr. *Edward Woollett Wilmot,* called in; and Examined.

Mr. *E. W. Wilmot.*

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1009. *Chairman.*] ARE you at present an occupier of land?—Yes, I occupy a small portion of land.

1010. To what extent do you occupy?—To the extent of 100 acres.

1011. Where do you reside?—At Etwall, in Derbyshire.

1012. Have you now the management of any properties, or have you dealings as a valuer?—Yes, I have the charge of large properties.

1013. In what counties?—In Nottinghamshire, Derbyshire, Leicestershire, Lancashire, and Cheshire.

1014. Are you well acquainted with the law and custom as between outgoing and in-coming tenants in Nottinghamshire?—Yes.

1015. Have you the management of large property there?—I had. I have now several, but not so large an extent as I had a few months ago.

1016. Would you be so good as to state to the Committee what is the tenant-right for improvements, payable to out-going tenants in Nottinghamshire?—The custom of the country does not allow anything for drainage, I believe, nor for buildings. For bones and other artificial manures, and oil-cake, you would have certain proportions allowed; it is the custom on certain estates to allow for drainage, but not through the country generally.

1017. Nottinghamshire may be divided broadly into two different kinds of soil, may it not?—Yes.

1018. Is not the south-east of Nottinghamshire rather a strong soil?—Yes, and the other light.

1019. The western side is chiefly light?—Yes.

1020. Have great improvements been made in the western side of Nottinghamshire within your recollection?—Yes.

1021. What was the state of that part of the country before it was improved?—A great deal of it was covered with gorse and ling, and produced nothing.

1022. In what way have those improvements been effected?—Principally by the use of bones and other artificial manures.

1023. What amount of compensation is the out-going tenant entitled to for those artificial manures which he has employed upon his farm?—Generally one-third; there is an allowance for three crops, deducting a third each crop.

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1024. Whatever may have been the intervening crop, the expenditure in bones is spread over three years?—Yes.

1025. What is the compensation for oil-cake?—Where the manure belongs to the tenant, he would get his compensation in the extra price of the manure; but where the manure belongs to the landlord they usually allow one-fourth of the oil-cake to the tenant.

1026. Is there any allowance for rape-cake?—Yes.

1027. What is the allowance for rape-cake?—The same as for bones.

1028. The compensation for the rape-cake is divided over three years?—Yes.

1029. Is rape-cake much used as a manure?—Yes, it is a good deal used.

1030. In one instance has not as much as half a ton of rape dust to an acre, at the price of seven guineas a ton, been used for turnips?—Yes.

1031. Is that a very unusual case?—No, I should think not among good farmers.

1032. When rape dust is used to that extreme, are any bones employed?—No, unless the land is very poor indeed.

1033. You have already stated something generally of this part of Nottinghamshire; a large portion of it was little better than common and warren?—Yes.

1034. It has been stated in a prize report of the Royal Agricultural Society, that the increased produce of that part of the country generally has been doubled, trebled, and in some instances quadrupled; are you of opinion there is any exaggeration in that statement?—No, I think not.

1035. You say in some parts of the county an allowance has been made for drainage?—Yes.

1036. What allowance has been made in those instances?—For shallow draining seven years, deducting a seventh each year.

1037. What do you consider shallow draining?—Three feet.

1038. And what is allowed for deeper draining?—They would allow 10 years.

1039. What do you consider deep draining?—Ten, 12, and 20 feet.

1040. Do you know whether the previous consent of the landlord is required before the drains are put in?—In some instances the tiles are given, but generally they are put in under the superintendence of the landlord.

1041. Then, with regard to the general compensation to out-going tenants for acts of husbandry, is there any prevailing custom in Nottinghamshire?—Not more so than in other counties. I think the common rule is seed and labour, and in some instances they have the way-going crop; that is not general.

1042. Before entering upon that part of the subject, in your opinion in the eastern part of Nottinghamshire where a good deal of drainage is required, in those cases where the landlord is unable or unwilling to undertake drainage, is it your opinion that if the tenants enjoyed the tenant-right you have described as existing on some properties, they would be likely to engage in it?—It would be a great encouragement to them.

1043. Is it much wanted in that part of Nottinghamshire?—Yes.

1044. Is there a great deal of land undrained there?—Yes, a great deal.

1045. Judging from the operation of this covenant for drainage on some properties where it exists, are you of opinion that tenants would avail themselves of that on other properties?—Yes; if it was an understood thing that they could claim it, they would very frequently take advantage of it, where they do not now.

1046. Would it give a great increase of employment to the agricultural labourer?—Yes, very great.

1047. To what extent do you think it would increase the productiveness of the soil?—That varies very much with the land; but in a great many instances, certainly a third more, and in some instances a half more.

1048. To the white crops?—Yes.

1049. Would it render some of the light marls, not now capable of bearing turnips, fit for turnips?—Yes, they will bear turnips if properly drained.

1050. At present they are not fit for turnips?—No.

1051. They are not such obstinate clays there as in some parts of the district?—No, but in some instances in the county they will grow turnips well.

1052. That would lead to a great increase in the production of meat?—Yes.

1053. To return to the subject of ordinary payments between outgoing and incoming tenants; when is your time of entry in Nottinghamshire?—At Lady-day generally.

1054. State if you please, in general terms, what are the acts of husbandry? —At the Lady-day entry all the labour, the rent, and taxes, on the turnip fallows, and any ploughing done; and, of course, seed labour on the wheat crops.

1055. Has the tenant the way-going crop?—In some instances he has; in a great many instances they have been redeemed; the landlord has bought them.

1056. Is there compensation for naked fallows?—Yes; the rent, taxes, and labour.

1057. Has he any compensation for half fallows?—He would have the labour, but no rent or taxes upon them.

1058. Are the half fallows a sort of amount of compensation given to the tenant for naked fallows, though the intervening crops are taken?—No; he would have nothing for half crops generally; in one district, bordering upon Yorkshire, they allow half fallows.

1059. Sir *J. Trollope.*] Are any of the landlords in Nottinghamshire in the habit of giving tenants tiles for drainage?—Many of them.

1060. What compensation would the tenant receive in those places on giving up his farm?—That varies; but I think he ought to receive the benefit of his labour.

1061. Would he be entitled to a remuneration for labour for seven years?—Yes, deducting one-seventh each year.

1062. When he has been only at the expense of the labour?—Yes, when he has been only at the expense of the labour.

1063. How many crops of corn would he have taken in those seven years? —Four or five.

1064. Would not those crops have repaid him for his labour?—Hardly.

1065. Are any of the buildings done by the tenants in Nottinghamshire?—In some instances materials are given; in others the landlords make the buildings, and in others nothing is found.

1066. The tenant finds the whole?—Yes.

1067. In those cases where the landlord finds the materials, do you consider the tenant entitled to compensation on giving up his farm?—No; unless he has expended a large sum, and the landlord turned him out at the end of one or two years; then he would be entitled to be allowed something.

1068. Have you known such cases where they have been allowed?—Yes.

1069. Generally speaking they would receive nothing?—No; they could not legally demand anything.

1070. Are not the buildings, the greater part of them, done entirely by the landlord in Nottinghamshire, on those estates which you have under your management?—No; some repairs are done.

1071. Barns and stables?—Yes; the tenants very often build their own, but when they do build their own they build them on wood, so that they may be removed.

1072. They are not placed on the freehold?—No; as they can receive nothing on quitting, they always object to making permanent buildings.

1073. Do you know in that part of the country whether the away-going crops are taken by the tenant?—Yes.

1074. Is not that the unimproved open field system of husbandry?—Yes.

1075. They grow wheat after fallows?—Yes.

1076. Is that a case for compensation; taking that system of husbandry, do you consider it a good system of husbandry to have a naked fallow and wheat after it?—No.

1077. Yet you would allow compensation for it?—If a man has paid for it on entry he would be entitled to be paid for it on going out, unless he received compensation.

1078. Mr. *Colvile.*] Would not the effect of the drainage of the land be to do away to a considerable extent with naked fallows?—Yes.

1079. Sir *J. Trollope.*] Are those strong lands capable of being usefully converted into turnip lands, such lands as sheep could afterwards eat off the crop? —Yes.

1080. In a season like the present?—This is a peculiarly wet season; land that is usually sound will hardly bear a sheep now.

1081. In ordinary seasons would those lands be capable of being made such that sheep could be penned upon them?—A great many could.

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1082. What districts are you speaking of; is the land capable of being drained and then bearing turnips?—Tuxford, and Wellow, and Rufford.

1083. Were you once agent for the Rufford estates?—Yes.

1084. For how many years?—For two years.

1085. Are you agent for other estates in Nottinghamshire where the land is of a similar character?—None of that strong land.

1086. On those other estates of strong land, do not the landlords usually provide a tile yard, and give the tenants tiles?—They do in many instances.

1087. On the estates you have the management of, was there no encouragement given to drain?—Yes, Lord Scarborough constantly gave encouragement when I was with him; he had then recently come to the property, and was using a brick yard for his own purposes; since then he has given many away. The Duke of Newcastle had three tile yards, and gave away all that were made.

1088. Was any charge made to the tenants for those tiles?—No.

1089. Was any per-centage put upon the rents?—No.

1090. Was the drainage done under the superintendence of the agent, or by the tenant, without supervision?—By a man appointed by the landlord.

1091. Did he set out the drains?—Yes.

1092. And was nothing charged to the tenant?—No.

1093. They having the full benefit of the tiles, and doing the labour themselves, you think they ought to be renumerated?—Yes, for the labour.

1094. Mr. *Hayter.*] What is the difference of price of the drainage per acre?—That depends very much upon the depth and description of the soil.

1095. You say that in all cases whatever the depth, the landlord never receives any advantage?—I think that where the land wants draining, and the landlord is not in the habit of finding draining tiles, and he sets up a tile yard, it would be very fair for him to charge a per-centage for his tiles, and the tenants would be very glad to pay it.

1096. Mr. *Henley.*] How long have you been acquainted with the county of Nottingham?—Twenty-two or 23 years.

1097. And when you first became acquainted with it was the custom that you have spoken of, with respect to the bone manure, in practice then?—Yes.

1098. Do you know yourself anything of the origin of that custom?—No; only what I have heard. I went to Nottingham in the year 1827, and then it was generally in use.

1099. You cannot inform the Committee of the origin of it?—No.

1100. Mr. *Bouverie.*] Were allowances then made for bones or rape-cake?—Yes; rape-cake was not in general use at that time.

1101. Sir *C. Lemon.*] You have mentioned that where the tenants erected buildings themselves, they were constructed in that way that they might be removed?—Yes.

1102. In what way were they constructed to preserve that right?—On wooden posts.

1103. And is that determined by the custom of the country, or the general law?—I believe by the law.

1104. Sir *J. Trollope.*] You once farmed on the borders of Leicestershire and Rutland?—Yes.

1105. Did not you drain a good deal there?—Yes.

1106. At Pickwell?—Yes.

1107. And you broke up the soil from pasture to tillage?—Yes, some hundred acres.

1108. Were a great many tiles found you, or did you find them?—I found them at my own cost.

1109. You broke up the land from ancient pasture to tillage?—Yes.

1110. Would not the one crop, in that case, pay you for the expense of the drainage of the land?—Yes, it would.

1111. Is land, broken up from ancient pasture and put under tillage husbandry, profitable to the tenant?—Yes.

1112. Would you think you ought to be entitled to seven years in that case?—No.

1113. In your case did you receive compensation?—No.

1114. Did you give up that farm a very short time afterwards?—Yes, and I never received a sixpence; the custom of the country did not allow anything either for artificial manure, drainage, or buildings.

1115. You are speaking of your own farm?—Yes.

1116. Had you laid out money in building?—Yes.

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1117. And in artificial manure?—Yes; and in fencing, building, and inclosing the land.

1118. Without receiving one farthing?—Yes.

1119. How long did you occupy the land after you broke up the pasture land?—Some five years, some four years, and some only three years.

1120. Were you not reimbursed in those three or four years?—No; there was a great deal of fencing done.

1121. Was not any wood found for you?—I was allowed to cut down some old trees.

1122. And that was more expense, perhaps, than the advantage you derived?—Yes.

1123. Mr. *Denison.*] In what part of Nottinghamshire do you speak of buildings being placed upon the wood?—On the Duke of Newcastle's estate I do not know a farm scarcely that has not some of those buildings.

1124. Generally speaking, would you say that it is the custom with regard to buildings in Nottinghamshire, that they are done by the tenants?—No; in many instances the landlord finds materials; in others he does them altogether, and in others he does nothing.

1125. Should you not say generally that the buildings were put up by the landlords?—The houses and barns are; but any increase of the buildings, in many instances is made entirely by the tenant.

1126. In those cases, perhaps, you would be speaking of lands that are brought out of heath and so forth, into this improved cultivation?—Yes, and in others where the buildings are not sufficient.

1127. As to the agricultural custom of tenant-right, has that changed within your recollection in Nottinghamshire; that is, has it increased with the increasing improvements in scientific farming?—I think it has.

1128. You have instanced the case of rape-cake, which you say when first you were acquainted with the county was not used, and therefore there was no allowance for it?—No, it would be at the option of the valuer to have allowed it; it has now come so generally in use, that it has become established into a custom.

1129. Is it your opinion, that in the best farm districts of Nottinghamshire and Lincolnshire, and other counties that you are acquainted with, that what you might call an extended or liberal tenant-right has increased with improved farming?—I think it has.

1130. And do you think that has been in some degree the cause also of improved farming?—I think farmers improve with much greater confidence.

1131. Do you think from your knowledge of these matters, that there would be any great difficulty in making a fair estimate of tenant-right, supposing that any tenant-right of this sort was to be prescribed by law?—It would be difficult to make a tenant-right to suit all lands.

1132. Do you think that there would be any great difficulty in counteracting frauds?—It is difficult to keep men always honest; one great difficulty is in the valuer; some men as tenant-right valuers for an incoming tenant on the Monday will say one thing, and for the outgoing tenant on the Wednesday they will say just the contrary; and as long as you have such men to deal with, there will be always a great deal of trouble in getting correct valuations.

1133. Do you know whether on the boundary, the northern part of Nottinghamshire and Yorkshire, there are very extended tenant rights?—Yes.

1134. Are you aware of very great difficulties that have arisen in making fair estimates of those tenant-rights?—Yes, I have heard of such difficulties.

1135. Can you suggest any mode by which practically those difficulties could be overcome or moderated?—Only by agreements.

1136. But with regard to valuers, how are you to get over the difficulty of the machinery of which you have spoken?—As long as men will employ unfit men as valuers, of course they will act.

1137. But the men who you call unfit would be very fit for a particular purpose?—Yes; then the landlord should take care that a man of that sort was not employed.

1138. You could not prevent the outgoing tenant from naming his valuer, could you?—If there was a man whose character was such that I could in no way trust him, I should insist upon the tenant not employing him.

1139. How would you be able to carry that into effect?—If an objection was not made before quitting you could do nothing; before notice was either given or received, you might easily do it. I know one instance of an estate

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where two men are not allowed to value; they had been found as valuers not acting as they ought to do, and the landlord put in all the agreements that they were not to be allowed to value on that estate again.

1140. In the districts which the question refers to, where the tenant-rights have run over several years, has there been great difficulty in assessing those tenant-rights?—Yes.

1141. For the purposes of every reasonable encouragement to tenants on the one hand, and for justice on the other, do you think it important to limit the term of years over which tenant-right should run, as much as possible; as much as justice would permit?—Yes, certainly.

1142. Could you describe to the Committee the tenant-right that prevails in the part of Yorkshire to which allusion is now made?—I do not know that tenant-right particularly, other than what I have heard, that they allow the half tillages and the whole tillages; of course that increases the number of years that the tenant would get his allowance for bones for the three years, and then he would come for the further allowance for his half from that.

1143. But you know enough of it to be able to speak with confidence, that very great difficulties have arisen in assessing it?—Yes, I have heard valuers state that they have a very great difficulty in determining the value fairly and justly.

1144. Do you think, under the sort of tenant-right of which you have now been speaking, that with regard to bones, oil-cake, and rape-cake, there would be not much difficulty in settling those points?—No, very little difficulty; I think there is very little difficulty now.

1145. Do you think that an extended tenant-right, such as you have been speaking of, for all main improvements, would promote superior agriculture?—Yes, I think it would give more confidence, and encourage people to spend more money.

1146. Do you see visibly, that in the districts where the tenant-right is most contracted, the farming has been worse?—Yes, I think so. In Leicestershire and Derbyshire there is little or no tenant-right, and the farming is generally bad; and the same in Lancashire and Cheshire.

1147. Mr. *Bouverie.*] Was the allowance you speak of for drainage in existence when you first went to reside in Nottinghamshire?—I suppose so, on those estates. I do not think it would be enforced as a custom of the country, but only as the custom of certain estates.

1148. What is the ordinary tenancy in those districts you speak of?—From year to year.

1149. Under written agreement or verbal?—It varies; in many instances they have written agreements, in others they are merely verbal ones.

1150. Are you familiar with the form of any of those written agreements?—Yes, I have seen many of them; there are a great many forms of agreement.

1151. Are there special agreements with reference to tenant-right ordinarily introduced into them?—Yes, generally.

1152. With respect to bones, and rape-cake, and rape-dust?—Yes.

1153. Are you quite clear that in case of there being no special stipulations in those instances, those allowances would be established for bones and rape-cake?—In the county of Nottingham, any jury, I think, would award them.

1154. Do you know whether, as a matter of fact, that has ever been so?—No; I was on an arbitration case several years ago, where the arbitrator allowed them; it went to the assizes, and the Judge said it had better be referred.

1155. Was that a case you were interested in?—I viewed the premises, and gave evidence upon the case.

1156. What would you propose to give as tenant-right; what class of claims do you think should be established; those you have at present, or less or more?—I think three crops for the bones, and two I think sufficient for the rape-dust or guano. For the drainage, seven years I consider a sufficient allowance.

1157. And for the cake a quarter of the bill?—Yes, a quarter of the bill for the cake.

1158. Would you apply that to all classes of soils indiscriminately?—Yes, I think it might be safely done to all soils; but as to buildings, the tenant ought, if he makes a substantial building, to be paid for it or allowed to remove it; it would be hard upon the landlord to make him take any fancy buildings the tenant might choose to erect, but at the same time the tenant ought to be allowed, if the landlord or incoming tenant will not take them, to remove them.

1159. How would you apply that to the case of the improvement of the soil, if the landlord objected?—The improvements on the soil must be allowed for.

1160. Are the bones laid down simply as bones, or mixed with anything?—Where they are mixed with sulphuric acid I should not allow so much.

1161. Mr. *T. Egerton.*] Would you allow the same for boiled bones and unboiled?—It would be difficult to make a distinction; the unboiled bones deserve it more, because they last longer.

1162. You are aware the price of the one is just double that of the other?—Yes.

1163. Mr. *Bouverie.*] Do the arbitrators take the invoices of rape-cake as the ground of their proceeding?—Yes.

1164. Do they consider that conclusive upon them?—They get what proof they can; they make inquiries among the labourers, whether the bones have been applied to the land, and they have the bills and receipts to show that the bones have been bought and paid for.

1165. Mr. *T. Egerton.*] You were asked respecting certain portions of Nottinghamshire and Yorkshire, you alluded also to Derbyshire, and Lancashire, and Cheshire; you are a good deal acquainted with Derbyshire husbandry, are you not?—Yes.

1166. And Lancashire?—I know something of Lancashire.

1167. You cannot speak with the same confidence as to Lancashire as you can to Derbyshire?—No.

1168. In respect to Derbyshire there is scarcely any tenant-right there?—No.

1169. The customs of the country are very few?—There is the labour and seed, and the fallows.

1170. Are there leases generally granted in Derbyshire?—Very seldom.

1171. How is the drainage performed generally; by the landlord, or partly by the landlord and partly by the tenant conjointly?—They vary; sometimes it is done in both ways; in Derbyshire, where the landlord does it, he generally charges a per-centage.

1172. What is the general charge?—Five and six per cent.

1173. Is that with the pipe tile or stone drainage?—It used to be with stone; now the pipe tiles are a great deal used.

1174. Mr. *Henley.*] You have stated that you recollect the commencement of the rape tenant-right in that part of the country you have spoken of?—Yes.

1175. Do you recollect the commencement of the tenant-right in oil-cake?—No.

1176. That was before your time?—Yes.

1177. But by the use of rape it has become a custom, has not it?—In Nottinghamshire it has.

1178. You have spoken of three customs; one in the north of Nottinghamshire, that you are not so well acquainted with, near Doncaster, as to tillages and half tillages; and you have said that seven years should be allowed to drainage; do you know the custom of Lincolnshire as to the number of years allowed there for drainage?—I am not aware that in Lincolnshire drainage could be insisted upon, except in certain estates.

1179. Do you know the time there, whether it is five years or seven years?—Lord Yarborough allows, I think, seven.

1180. Suppose in that part of the kingdom seven years was the custom, and in other parts five years is the custom, and taking the instances of those tillages and half tillages, how would you propose by law to deal with those customs which are so different?—It would be very difficult to deal with them by law.

1181. Can you suggest any mode by which those varying circumstances could be dealt with by law?—No, only by agreement.

1182. Can you state to the Committee whether there is any difficulty, and if any, what difficulty, in tenants securing those rights that are desirable to them to have, by agreement with the landlord, where the landlord has the fee-simple?—I can see no difficulty if the tenant and landlord agree.

1183. Can you state any reason, and if any reason, what, why there would be a greater advantage to the tenant to have it by legislative enactment, provided it were possible, than by securing it by agreement?—The only advantage would be, if it were legally fixed upon the land there could be no mistake; the other being a matter of bargain.

1184. The circumstances of each differing in different parts of the same county,

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county, and differing in each county, is it in your opinion easy to make a legislative enactment to suit all counties?—It would be very difficult.

1185. Is not it safer to leave the tenants to make the bargain, where there is no difficulty?—Yes, they ought to look after themselves, and make their own agreements.

1186. Where a landlord has only a limited interest in the land, in your opinion would it be a great advantage to enable him to secure a reasonable tenant-right running with the land to bind his successor?—I should have thought that the agreement for the tenant-right would bind his successor without an enactment.

1187. Speaking, not of tenant-right established by custom, but of any other tenant-right that the tenant might be desirous to secure, such as drainage, for instance, would it be in your opinion desirable, provided the landlord has not that power now by law?—Yes, certainly, it would be desirable to give him that power; the same as it is a great gain to enable him to borrow money for drainage on an entailed estate.

1188. Is it customary in the agreements as to tenant-right to consider the condition of the farm, speaking from your experience upon that subject?—Yes, it ought to be.

1189. The question is not what it ought to be, but what is the custom?—Some valuers make a difference.

1190. In your opinion ought it to be made an element of valuation?—Yes, certainly.

1191. In what particulars; in the repairs of buildings or the condition of land, or both?—Both.

1192. Both ought to be elements in the valuation?—Yes, the dilapidations ought to be charged.

1193. In that case it ought to be a set-off against the tenant-right the tenant might have?—Yes.

1194. That is your opinion?—Yes.

1195. Is it the custom or habit of valuers to allow it, generally speaking, in your knowledge?—Valuers usually slip it over if they can.

1196. Have you had much experience in valuing?—Not much in tenant-right valuing.

1197. Have you had much experience in the change of tenancy upon land?—Yes.

1198. You have stated that in some cases you have known tenants dispossessed where they have a right to expect to be paid that which they have not been paid?—Where there has been no custom, they have. I have known such cases.

1199. Have you known any, and if any, many or few cases where farms have been given up in a very dilapidated condition?—Numbers have been given up in a very dilapidated state.

1200. Are the number of farms given up in a very dilapidated condition, more or less than the number of farms given up to the landlord where the tenant has had a right to receive something, in your opinion, that he has not received?—I hardly understand that question.

1201. Are there more dilapidated farms given up, or more with unexhausted improvements in them that the tenant has not received anything for?—That varies very much in different districts.

1202. What is the greater number in your judgment, according to your own experience?—It is very hard to say. I should say on the clays generally the farms are given up in a bad condition; on the sands usually they are given up in a better condition, the majority.

1203. On the sand you say the tenant has a tenant-right for his bones, his rape-cake, and his oil cake?—Yes.

1204. What other acts, then, may he have performed to benefit the sand land, that he would not have a claim upon the incoming tenant for?—He may have put up fences, erected buildings, and drained his land.

1205. Anything else?—He may have dug his land, for which he would get no recompense; and that might be a very permanent improvement, and would last four or five years.

1206. Is the digging of land common upon the sand?—No, but there are many instances of it.

1207. Ought he to receive anything for digging the land?—It would be but fair.

1208. Is it so decided an improvement that it would be a great gain to the incoming tenant, as well as to the outgoing tenant?—In many instances it would be.

1209. Supposing a man to dig land so that it would not be an improvement, would it be right then to pay the outgoing tenant?—No, certainly not.

1210. Then it would be difficult to fix that as a general tenant-right?—Of course it would vary, but it ought to be a matter of agreement.

1211. *Chairman.*] Is any stronger soil brought up in this digging?—The sub-soil varies very much.

1212. Mr. *Henley.*] Ordinarily speaking, upon the heavy lands of Nottinghamshire are the tenants men of abundant capital, or otherwise?—Generally otherwise, I am afraid.

1213. In letting farms is it difficult, or otherwise, to find men of abundant capital to take them?—On the clays it is difficult to find men of capital to take them.

1214. Generally speaking they are men of contracted and narrow means, are they?—Men of capital do not like to go on the clay, if they can get a sand farm.

1215. Of course if you had a heavy tenant-right, there would be the greater difficulties to men of narrow capital coming in?—Yes.

1216. If there were to be an extended tenant-right, what would be the effect of that upon the landlords in laying out their own money upon the land?—I do not see that it would make any difference.

1217. Do you think the landlords would be as likely to expend their own capital upon the land in that case as they are now?—Yes.

1218. Do you think the knowledge that the tenant would have a claim upon the incoming tenant would not act upon many landlords' minds in inducing them to avoid laying their own capital out?—Not in the tenant-rights that I have been talking of.

1219. In matters of drainage and such matters, which you say are not now tenant-right?—The drainage would not make any difference. I think if the landlord had a tenant who could not possibly expend the money, he would find him tiles to help him.

1220. With reference to buildings, do you think the landlords would be as ready to put up buildings as they are now, if the tenant could put them up and take them away?—They might be matter of agreement.

1221. What is the probable practice is what you are asked?—The incoming tenant ought to take all the improvements by agreement.

1222. Supposing the tenant should have the power of taking away a building, would not one great inducement be taken away from the landlord to be at any expense of putting the building up?—It would become a subject of agreement between the parties. If the tenant had money to enable him to do it, the landlord might not do it then; but with a man of contracted capital, who could not put up the building, the landlord would put it up himself.

1223. Then, in spite of the law, he must contract and agree upon that. Supposing a law were to be enacted that a man could carry away the buildings at the end of the tenancy, still he would be obliged to go to the landlord and ask him to put it up under agreement?—Yes; a man taking a small farm with a small capital, cannot take the buildings under his charge; if the house tumbles down, he has not the money to build it up.

1224. Then he must come to his landlord?—Yes, but the landlord might say, "The buildings are quite ample, you want no more:" then if the tenant puts them up himself, it is hard if he has no power to remove them.

1225. Then, therefore, the additional buildings the tenant would put up?—Yes, he would put up good substantial buildings instead of inferior ones.

1226. He being short of capital?—Every man is not short of capital; we hope there are some farmers who have money.

1227. The loss of removing buildings of that substantial nature would be very great?—Yes.

1228. It would perhaps be cheaper to a man to put up an inferior building, than to put up a substantial building and pull it down again?—Certainly; but a man putting up a substantial building would say, "There is a chance of the landlord or the incoming tenant taking it at a fair valuation: if so it would pay him for doing it."

1229. Are the farms in Derbyshire generally a mixture of grass and arable land?—Yes; in Derbyshire there is more grass than arable land.

1230. Generally where that is the case, the cultivation of the arable land is not

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not so good as in districts exclusively arable?—In dairy districts the arable land is often farmed in a very inferior manner.

1231. It perhaps may account for the inferiority of the husbandry, there being a want of tenant-right?—Yes; I think in Derbyshire, if the dairy farmers had a claim for the use of oil-cake or artificial food that they bought, they would keep their cows better than they now do.

1232. And the management of their stock?—Yes; and so they would increase all kinds of manure, and be able to manage the ploughed land better.

1233. Is the ploughing managed badly for want of the manure, or from the want of a good system of husbandry, or both?—From both.

1234. Which is the greatest want?—Generally in Derbyshire the want of a good system of cultivation; they look too much to their grass land.

1235. Are you able to suggest to the Committee any mode by which the Legislature could deal with the varying circumstances you have described?—I do not know myself how the Legislature are to fix charges upon the land, any more than they would fix the rent upon the land.

1236. Mr. *Denison.*] You have told the Committee that it is the best for tenants to look after their own interests, and settle those matters by agreement?—Yes.

1237. On estates that have gone from father to son for many years, and where old agreements and old customs have existed, it is not very easy for tenants coming upon those farms to get new agreements made, is it?—Some landlords will not alter an agreement; others are very anxious to do it, and I should hope they generally would be anxious to make an agreement to meet the wishes of a good tenant.

1238. In the answer you made to a previous question, did you mean that nothing could be usefully done in this matter by law, that no Bill of a general nature would be serviceable?—With regard to the buildings something might be done. The farmer might have the same protection as the tradesman has in that respect; if a tradesman erects a building for a steam-engine, or any building for carrying on his trade, he can remove it; the farmer cannot; the farmer does not therefore stand so well as the grocer or baker.

1239. As to those claims for bones and so forth, do you think it would be possible for the law usefully to entertain those points or not?—It would be a very difficult point, I should be afraid.

1240. In the districts where those tenant-rights as to bones and other tenant-rights exist, do you know any case where manure has been led into the farm and has been allowed for?—There are cases in which it is allowed for.

1241. Would those be individual cases, or would they be under the custom of the country that prevailed in any district?—I think the custom in part of South Nottinghamshire would allow it.

1242. That stable manure led from the town should be considered as a tenant-right?—He would not be allowed, probably, after the first crop.

1243. But do you think, upon recollection, that you have known instances where that has been done?—I think it was allowed in the arbitration case I mentioned; the land of Lord Chesterfield, at Gedley or Burton-Joyce.

1244. Is there any reason, so far as the reason in this matter goes, why the manure bought in the town and led to the farm, should not be allowed for as well as bones bought at a bone-mill?—It ought to have its proportion as well as the other; not so much as bones, because it would not do good for so long a time.

1245. Still, speaking generally, there has been no custom that has prevailed to give the right to that, as it has done for other manures?—No.

1246. On settling the tenant-right question, is that generally estimated by the bill paid, or how?—By the bill paid, and the cost of the labour for putting it on.

1247. Mr. *Hayter.*] With respect to the removal of the fixtures, you stated to the Committee that every building should be removed, assimilating the cases of agriculture and trade; that what the tradesman could remove the farmer should be able to remove?—Yes.

1248. Are you sure that a tradesman has the power of removing those fixtures?—I have understood he could.

1249. But whether that fact be so or not, you are to be understood to say, that by legislative enactment it might be provided that the outgoing tenant should receive compensation for the buildings he has erected for the purpose of carrying on his business, and receive compensation for them, or be at liberty to remove them, he not doing any damage to the landlord's property?—Yes.

1250. You see no difficulty in carrying it out by a legal enactment?—No.

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1251. Then, with regard to compensation with respect to other matters; you think that by legislative enactment it might be provided, that whatever may have been hitherto the custom in different districts, in all cases, as an universal rule, compensation should be given to all tenants by legal enactment to a certain extent, for the application of bones, guano, rape-cake, and of drainage; do you mean to carry that to the extent of universal, because a legal enactment would be universal?—It would be very difficult to do it.

1252. Mr. *Bouverie.*] Have you ever known any claims under these circumstances to be made upon the landlord himself, and paid by him, and not paid by the incoming tenant?—No, except he was going to occupy the farm himself. I have known landlords make allowances to tenants for buildings, and not charged the incoming tenant with them; the same with fencing.

1253. Should you say generally amongst the landlords in your district there was any objection to inserting clauses in the agreement for giving this compensation?—Very few landlords will refuse.

1254. Sir *J. Trollope.*] Are any estates you are conversant with farmed by agreement?—Many.

1255. Are any of the estates so managed by the custom of the country; the tenants are left to act as they think fit for the good cultivation of the land?—Yes.

1256. Some of the estates you have the agency of?—Yes.

1257. You do do not carry it out by lease or agreement?—No; I intend to do it in all cases in which I am concerned.

1258. You never allow tenants to manage the farms as they think best for their own interest?—I should have such an agreement as would give them plenty of latitude.

1259. Your tenants and you might not agree; they might have one idea of what was for their benefit, and you might have another?—There are certain rules I should insist upon being followed, unless there was a written permission given to deviate from them.

1260. You, however, leave it to the tenants to manage as they think fit?—Yes; I should be sorry to tie them down to every crop, but merely as to general rules.

1261. You never leave them without an agreement?—No.

1262. Mr. *Colvile.*] Would it be just to the landlord to enact any law by which the tenant could claim compensation for unexhausted improvements or buildings made without the assent of the landlord?—No; in that case it would be very hard upon the landlord; he might have his property saddled with expenditure of a great deal of the money that was doing him no good.

1263. Then if that be the case it might be an advantage to make an agreement between the landlord and the tenant?—Yes.

1264. And legislative interference would be difficult?—Yes, very difficult.

1265. *Chairman.*] When you state you prefer these matters being arranged by private agreement, are you aware that in the opinion of lawyers, landlords whose estates are settled on their children, or in any other way, have no power to make those agreements binding, unless they are supported by the custom of the country?—I was not aware of that.

1266. If opinions have been given by two experienced barristers to this Committee to that effect, would that in any way modify your opinion as to the advisability of leaving those matters to private agreement?—I should then try to meet it in some other way, to get the landlord's power.

1267. When you say that you would require the landlord's consent for compensation for improvements that have been made, do you confine that answer to drainage and other permanent improvements, or do you go the length of requiring that the landlord's consent should be given to the farmer for every ton of bones and rape cake he purchased?—No.

1268. Your answer to the honourable Member for Derbyshire is to be limited to improvements of a durable nature?—Yes; it would be very desirable if all tenants gave in to their landlords once a year what their claims were.

1269. Mr. *Colvile.*] Then, if that be the case, in the event of a tenant giving up his farm in which that tenant, without the consent of the landlord, had applied a great quantity of bones and other artificial manure, the landlord not able to re-let that farm, would not the landlord be saddled with the remuneration of the outgoing tenant?—Yes.

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1270. If that would be the result, would it be just that he should be so saddled?—The tenant would never put an undue proportion on.

1271. *Chairman.*] You have stated that it is the practice of half Nottinghamshire for the tenants to receive compensation for the bones they use; do they require the landlord's consent for the expenditure on those bones?—No.

1272. Do you know of cases where farms in that district have fallen out, and the landlord has been compelled to pay for an undue dose of bones?—No.

1273. Therefore, within your extensive experience of the working of this system of compensation for bones, no such case of inconvenience to the landlord has arisen as was contemplated in the question of the honourable Member for Derbyshire?—There is no question that if you take bones for grass land the landlord might be subject to very serious inconvenience.

1274. Your answer applies to the practice of laying on very heavy doses of bones on grass land, peculiar to Cheshire?—Yes.

1275. And in the nature of durable improvements?—Yes.

1276. You have answered that the owner of a fee-simple property, unincumbered, is able obviously to make those agreements for himself?—Yes.

1277. In the properties with which you have been concerned, in the districts you are acquainted with, is there any large proportion of land held at the absolute disposal of the owners, with powers of sale, and without incumbrance?—Not much.

1278. Is not by far the greater proportion of the property in the districts you are acquainted with, either under marriage settlements, or held under church leases, or held on mortgage, or in some way or other less than the fee-simple estate?—Most of it is.

1279. By far the greater part?—I should think so.

1280. You have stated that it is difficult to find tenants on some of those cold clay farms in the eastern part of Nottinghamshire; does not that arise partly from the undrained and unimproved conditions of those farms?—Yes.

1281. Are you of opinion, if the tenants were to drain those lands, and eventually to give them up, that any claim they might have for the unexpired portion of their compensation for draining would be so great a bar as to counterbalance for the improved condition of the farm, in finding a tenant for it?—No; I should say that if the lands were drained there would be a much greater facility in finding tenants than there is at present.

1282. With regard to buildings, are not buildings more extensive than at present exist, one of the principal orms for carrying out an improved mode of farming?—Yes.

1283. Is it your opinion, practically looking to the various claims which landlords have on their ready money for expenditure and for providing for younger children, that they are, as a body generally throughout the country, able to meet all the demands that may be made upon them, out of their income, for the drainage of their land, and also for putting up first-rate buildings on their farms?—I think very few of them are able to give up two years' rent, which most estates would require; there are some few exceptions, of course.

1284. Mr. *Henley.*] You have, in answer to a question from the Chairman, said that you think landlords have no capital to drain the lands generally, or put up first-rate buildings?—Not generally; of course there are cases of exception.

1285. In your opinion are the tenants possessed generally of capital to put up first-rate buildings?—From their own resources, certainly not.

1286. How then is it to be done if neither tenant nor landlord have the means; or do you mean that that may account for it not being done?—If it was known that a man would have security for it, men of capital, I think, would then embark in the land.

1287. Do you then think that men of small capital would be put out of the land?—Very much so.

1288 Would that be a benefit to them?—It would be a great benefit to the country, and eventually to them, I should think.

1289. What would become of them?—They would find other employment; I cannot fancy a more unhappy person than a small farmer on a cold clay farm with half capital; he is worse off than a common day-labourer.

1290. Is he much worse off than the day labourer?—Yes, much worse.

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1291. *Chairman.*] Is it your opinion, that whereas the tenant's capital is often deficient, and therefore insufficient for making those improvements, and whereas the landlord's income is also frequently in like manner deficient, there would be a much better chance of those improvements being made if there were two parties capable of making them, instead of one?—Yes, certainly.

1292. With reference to parting with tenants, is it generally the habit of English landlords to part in a hurry with tenants, if they happen to be deficient in capital?—No.

1293. On the estates which you have managed, has not great indulgence been shown to the tenant?—Always, I should say.

1294. Therefore, if the landlord's income were set free in some degree by his being able to call upon the men of capital amongst his tenants to make the improvements on their farms, would not he be more likely than he is at present to apply his spare cash to the improvements of those farms in which the tenants were not able so to come forward?—If he was relieved from one class of tenants he would have more opportunity, if he wished it, to look to the other class.

1295. Mr. *Colvile.*] In the course of your experience, do you know of any case where, on the expiration of the tenancy, the landlord has made a demand for dilapidations?—Yes.

1296. Will you state the nature of those dilapidations which they have demanded for?—One case in particular was fences and gates, and selling produce, or rather moving produce from the landlord's farm to his own; then we got some little recompence, but not nearly the amount of the damage.

1297. Do you know of any case where the landlord has demanded recompence for dilapidations for allowing his land to become foul with weeds?—No, I do not think I do.

1298. Would it be desirable, in the event of legislating on this subject, that the landlord should have the power of obtaining compensation from the tenant for that?—If the tenant is allowed compensation for all his improvements, the landlord ought certainly to be allowed for dilapidations on his land and buildings.

1299. Whether that loss is by cross-cropping, foulness from weeds, or becoming below par from want of manure or due quantity of stock?—Yes; if the land is in that state, the landlord would have to let it at less rent.

1300. Could you estimate the dilapidations from the loss of manure by an inefficient quantity of cattle, and the land being foul with weeds?—Yes.

1301. Mr. *Hayter.*] Would not it be necessary to consider the state of cultivation when the farmer entered upon it?—Yes, of course; that would depend upon his agreement.

1302. Mr. *Colvile.*] The fairest way would be, when the tenant entered upon the farm, to ascertain the condition of the farm at that time, and at the time of giving it up also to ascertain what the state of the farm was?—Yes; the land ought to go on improving.

1303. According to what increased quantity of corn it ought to bear?—Yes.

1304. Sir *J. Trollope.*] Taking the case of manure, where a party farmed land of his own, and rented land of two or three other landlords, supposing the Legislature ordained that he should be compensated for his manure, would not it be difficult to ascertain on which of the lands that manure had been used?—Yes, in some cases.

1305. Mr. *Colvile.*] Do you not think it would be desirable, to prevent fraud, that the tenant should give notice to his landlord, year by year, of all such actual improvements?—It would afford the landlord an opportunity of inquiring into that point, and ascertaining whether the manure had been spread upon the land while the matter was fresh in the minds of the labourers who had been engaged in the work.

1306. Sir *J. Trollope.*] Would not that compel the landlord to be a book-keeper against his tenant, and to keep a yearly account of such expenditure, whether in buildings or manure, or other matters of improvement?—The landlord would require the tenant to return to him at the Michaelmas or Lady-day rent day, a printed form, with the number of bushels of bones or other things used.

1307. Earl of *Arundel and Surrey.*] That would allow the landlord an opportunity of refusing his assent to what was proposed to be done, or to what might

Mr. *E. W. Wilmot.* might have been done?—If he thought more was stated than was used, he would make inquiry.

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1309. And that receipt should be the basis of the compensation at the end of the tenancy?—Yes.

1310 *Chairman.*] You do not find the landlords complain of a plethora of manure being used on their lands?—No.

Mr. *Robert Blyth Harvey*, called in; and Examined.

1311. *Chairman.*] YOU are a Land Agent and Valuer of Farming Covenants at Pulham, in the county of Norfolk?—I am.

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1312. You are a tenant on the estate of Sir Robert Adair, at Flixton Hall, in the county of Suffolk?—I am.

1313. And you are a member of one of the oldest farmers' clubs in the country?—The Harleston Farmers' Club.

1314. That has been engaged now for 10 years in considering the modes of improving farming generally?—Yes, it has.

1315. How long have you been a farmer?—Twenty-two years.

1316. What was the extent of your first occupation?—About 65 acres.

1317. What is the extent of your present occupation?—One hundred and thirty-five acres.

1318. Had you any security for improvements on your first occupation?—Not any.

1319. Have you any on your present occupation?—I have.

1320. What improvements have you made upon it?—I have straightened the fences; clayed all the land, at the rate of 50 loads an acre; tile-drained the whole of it; filled up ponds, and made every improvement upon it I considered to be required.

1321. Have you also purchased considerable quantities of artificial food and manure?—Yes.

1322. What is the nature of the compensation you are entitled to for those acts of improvement?—I have a copy of the tenant-right in my pocket (*producing the same*).

1323. Would you state to the Committee what the conditions are?—This is the tenant-right on the estate under which I farm. There is a separate agreement. "First, the allowance can only be claimed when the separation takes place at the instance of the landlord. Secondly, that the tenant shall furnish a list annually at Michaelmas, to the steward or agent, of the improvements he has made since the preceding Michaelmas, specifying their nature and extent; and leave a duplicate thereof with his signature and date. Thirdly, no allowance will be granted when the agreement becomes forfeited by non-performance of the covenants. In those cases where leases are granted, no allowances will be made for unexhausted improvement, such improved culture being the object of granting the lease, except as excepted in the clause No. 14 (of the agreement). Scale of allowances for all underdraining done within the preceding four years: 1st year, where no crop has been taken the full cost price will be allowed, but if a corn crop has been taken three-fourths of the cost price only will be allowed; 2d year, two-thirds of the cost price only will be allowed; 3d year, one-half of the cost price only will be allowed; 4th year, one-fourth of the cost price only will be allowed. All clay, marl, mould, chalk, or sand, gypsum, lime, rape-dust, bone, bone-dust, or other purchased manure, used for improving the arable, pasture, or meadow land, will be allowed for in the same proportion and on the same scale as the underdraining above mentioned is allowed for, except in such cases where the clay, marl, mould, chalk, or sand is found on the farm, in which case the labour only will be allowed for according to the foregoing scale."

1324. Mr. *Bouverie.*] Are those conditions which are referred to in your agreement, those upon which farms on the estate are generally let?—Yes.

1325. *Chairman.*] But are the Committee to understand that those are the conditions which are generally enforced upon the property?—Generally on that estate.

1326. Have you much increased the produce of your farm during your occupancy?—Since I have made the improvements I have alluded to, taking the last year of the preceding occupier and the first year of my own occupation as

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as an average of the past produce, then, since I have made those improvements I have increased the corn produce 25 per cent.

1327. Is it your opinion that, notwithstanding the claim which you have against your successor for those improvements, the market value of your farm is increased in consequence of those improvements?—I have no doubt of it.

1328. Could you state to the Committee to what extent you think it is increased?—I should think 5 *l.* per acre.

1329. Five pounds capital value per acre?—Yes.

1330. Those improvements have answered to you profitably?—I consider they have.

1331. As a tenant they have answered to you?—Yes.

1332. Your last answer implies that you think they have answered to your landlord?—I am persuaded they have.

1333. Are they beneficial to the labourers?—Unquestionably, by the vast amount of employment they have created.

1334. What was the amount of labour employed by you in producing those improvements; can you give the Committee any result of that kind?—I cannot say.

1335. Have you any doubt that you have employed many more labourers in consequence?—Not any doubt.

1336. Does your answer apply generally to the estates on this property where this tenant-right exists?—I believe that the Flixton estate, previously to the establishment of tenant-right, had remained very much in the same position as regards improved cultivation, and since that has been established it has generally improved; and I have the sanction of the steward of that estate for stating this.

1337. Should you have ventured to make those improvements without this agreement?—No; and, as a proof of that, I farmed 16 years without any tenant-right, and without making any improvements.

1338. Is it the fact that the tenants generally have largely increased their expenditure on their farms since they have had this agreement?—I believe the tenants generally, since the establishment of tenant-right, are improving their occupations.

1339. Mr. *Bouverie.*] Since when have those conditions been made; when were they originally introduced on this land?—I believe mine was one of the first granted on that estate.

1340. Sir *J. Trollope.*] Have you a lease?—No.

1341. Had you a lease on your first occupation?—No.

1342. Are not leases customary in Norfolk?—They are.

1343. Upon the whole of the county?—Yes; but not always granted in the part of Norfolk in which I reside, which is close to Suffolk.

1344. *Chairman.*] Are those conditions which you have handed in to the Committee precisely those you would recommend to be adopted?—No, certainly not.

1345. Where then would you wish an alteration in them?—There are conditions attached to them independently of the scale of allowances I read to the Committee, and one of those conditions is that the allowance can only be claimed when the separation takes place at the instance of the landlord; that I decidedly object to.

1346. What is your objection to that?—I think that a tenant who leaves from his own desire to better himself is equally entitled to the property he leaves behind him in the land.

1347. Would that prevent a tenant from fairly bettering himself by taking a larger farm?—I think it would; he would be unwilling to leave behind him that property which this clause would prevent him from receiving.

1348. If that limitation were generally introduced would it have a tendency to prevent further embarking of capital in a farm, because they would be thenceforth tied down?—I think it would be injurious.

1349. Are you of opinion, as agent and valuer, that a general adoption of similar stipulations for compensation would greatly improve the farming in the neighbourhood?—Yes, I am. I must be allowed, as to these conditions, to say that I think the allowance wants altering; four years would not be sufficiently extensive in cases of tile draining.

1350. Have you seen many instances in your experience in which, from a want of security, farms are badly cultivated by the tenants?—A great many.

1351. In

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1351. In those instances, did this defect in farming arise from the want of capital, or from want of spirit on the part of the tenants?—Many cases of bad farming undoubtedly arise on the part of the tenant wanting capital; but a great majority, I think, arise from a want of security.

1352. Then, are you led to infer that in many of those cases the want of improvement has arisen from a want of security?—I have seen many cases in which the same parties who have held farms without security, and cultivated badly, have, on taking other occupations with security, invested considerable capital immediately, and have farmed with spirit and success.

1353. You know professionally that there is a motive which prevents many tenants from embarking capital in their land?—I have heard that commonly observed.

1354. Do you know any cases where certain improvements have been made by tenants without having security, and where those improvements have become the property of the next tenant, without sufficient remuneration being given to the party leaving them?—I do.

1355. Without giving any indication of the names of parties, could you state any circumstances relating to those farms?—It would be difficult to do that without stating names, and that I should be unwilling to do.

1356. Could you not intimate generally to the Committee the nature of the loss to the tenant?—I think, where draining and claying have been executed just previously to the tenant leaving the farm, he having no tenant-right, has lost the value of that property; so that when he left the farm the succeeding tenant would receive the benefit without paying for it.

1357. You say that in several instances those operations and improvements have been made immediately before quitting the farm, so that the outgoing tenant has not been repaid for them?—Yes,

1358. And he has consequently lost a portion of the capital so employed by him?—He has.

1359. Has any other ill consequence arisen to the improving tenant from the want of security?—I have known cases in which the tenant has submitted at the termination to a disproportionately increased rent rather than leave the farm, subject to the loss of his improvements upon it.

1360. You state that you have not many leases in your part of the country?—There are several agreements for leases of eight years, with covenants to make a lease if required during the time.

1361. Has the operation of those leases been sufficient to encourage the improvement of the land?—They have encouraged it for the first four years, but the farm has been deteriorated for the last four years.

1362. Mr. *Borroughes.*] You apply that to the lease as well as to the agreement?—Yes.

1363. *Chairman.*] You are understood to say that though those are called agreements for leases, they have the effect of binding the landlord and tenant, for eight years principally?—They are a saving of the expense of the lease, the term being so short.

1364. And generally you say the tenant improves the land for the first half of the term, and whips it for the last half?—Yes.

1365. Therefore, at the end of the term is the farm in a much better condition than at the beginning of the term?—Generally I should say not.

1366. Is it your opinion that the general system of compensation, with yearly agreements, would work better in improving the condition of the land than those terms?—Decidedly better than those short terms of eight years, which I have alluded to; but I should still prefer having a lease with a tenant-right at the end of it, provided the lease were for a longer term. The lease would give what no tenant-right can give, security of possession: and if I make the improvements, I make them with the hope, not that I shall simply receive that which I have actually expended, but the profit upon it too.

1367. Is it your opinion that it would be for the interest of the landlord giving long leases to have a tenant-right at the end, to ensure that the farm shall not be whipped at the close of it?—Yes; the tenant-right would be very valuable to the lease, as well as to the yearly tenure.

1368. Is it your opinion, in the case of leases, that the tenant-right is particularly necessary for the protection of the landlord?—Yes, I think it is.

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1369. More than even that of the tenant?—More than even that of the tenant.

1370. In the case of a long lease?—In the case of a long lease; and for the benefit of the labourers also; because, unfortunately, the labourers are not employed for the last three or four years of the lease to the extent that they ought to be.

1371. You are understood to say that those compensations are not general in the neighbourhood where you reside?—They are quite the exception.

1372. What is the custom of the country between outgoing and incoming tenants in Norfolk, about you?—I reside in a district that has two customs exceedingly opposite to each other, but they are both equally general; one which is for the tillages, and the other which is for the crop; I am alluding to the root crop; the latter is called the Norfolk covenant, and the former the Suffolk covenant.

1373. When you speak of tillages you mean acts of husbandry?—Yes.

1374. You say, that according to one custom the acts of husbandry are paid for, and according to the other the crops are taken?—Yes, I am alluding to the root crops.

1375. Under what course is the land?—It is nearly all four-course.

1376. What is the custom where the acts of husbandry are paid for?—The farms are taken possession of at Michaelmas, on the 11th of October, and the outgoing tenant is allowed for the rent and parish charges upon that portion of the land which is fallowed, for all the tillage, for all the manure, and for the seed sowing, and hoeing.

1377. What is the custom where the crops are valued?—On what are termed the Norfolk covenants, the crop itself is valued at Michaelmas.

1378. Which crop?—I am speaking entirely of the root crop.

1379. Are the seeds valued?—Yes, they are in both cases.

1380. The white crops are in the barn?—Yes, the white crops are in the barn, the property of of the away-going tenant, thrashed by the incoming tenant, and delivered by him.

1381. The new crop is not put into the land?—No.

1382. Is Michaelmas the usual time of entering?—Yes, the 11th of October.

1383. In your opinion is there much land with which you are acquainted, which could be improved if the tenant should receive such tenant-right as you now possess?—A very large proportion of it.

1384. Would you mention to the Committee particularly what districts you think capable of such improvements?—I am alluding to the district in which I reside, over which my knowledge chiefly extends.

1385. You think the effect would be a great increased employment of labourers?—I do.

1386. Is there much drainage required in your neighbourhood?—Nearly all the land requires drainage.

1387. And as farming matters have now been discussed for a good many years, both landlord and tenant are pretty well aware of the advantages of drainage?—I am sure they are in our district, as drainage has been practised with us for 50, or 60, or 70, or 80 years.

1388. How do you account for neither landlord or tenant, both being tolerably well aware of the advantage of drainage, not having carried it into practice?—It has been carried into practice in my district.

1389. You said a great deal required drainage?—A very great deal of land requires improvement; I think the drainage has been imperfectly executed, from a want of tenant-right to indemnify tenants; very few tiles are used for draining, where I think tiles would be exceedingly beneficial.

1390. Mr. *Colvile.*] Is there any turf draining?—Wood, straw, and bush draining.

1391. *Chairman.*] Have you any other remarks to make to the Committee?—Not any.

1392. Mr. *Colvile.*] Can you tell the Committee, in the event of giving up your farm, what you would value your tenant-right at?—I do not know its present value.

1393. You never made the calculation?—Not since I have been summoned to this Committee.

1394. You

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1394. You are not solely a farmer?—I am a valuer of farming covenants, and I am also engaged in mercantile pursuits.

1395. At Harleston?—Yes.

1396. *Chairman.*] And you are also a land agent?—I am agent far the sale and purchase of estates.

1397. Sir *J. Trollope.*] Do you act as agent for estates?—No.

1398. Do you ever value for incoming and outgoing tenants?—Yes.

1399. And have had this question fully before you?—No; it is quite the exception, and not the rule; I know no other estates in our neighbourhood, except that I speak of, that has the tenant-right.

1400. Whether with leases or without leases?—Yes.

1401. Mr. *Bouverie.*] Who drew up those conditions?—The steward, I believe.

1402. Was that done in consultation with the farmers?—No, I believe not; those conditions have now been in existence for six years; they would bear considerable improvement now that we know more on the subject than we did then.

1403. Have your brother tenants made equal improvements in their tenancy—Improvements, but not all to the same extent. I have the sanction of the steward of the estate for saying, the estate is generally in the course of improvement since the establishment of tenant-right.

1404. Mr. *Henley.*] You have given your opinion, that the tenant-right ought to exist whether a tenant gives up a farm by his own will or by the will of the landlord, whether by notice from himself or by notice from his landlord?—That is my decided opinion.

1405. Is that without reference to the amount of expenditure the tenant may have made upon it?—Yes.

1406. For instance, supposing that twice the amount of clay were put upon the land than would be beneficial to it, and a notice were immediately given by the landlord to the tenant, do you think it would be just to make the landlord pay for that?—In all those cases the valuer would give no more than the proper amount.

1407. Then it should be restrained according to the judgment of the valuer whether the thing done were beneficial or not?—I think so. I think that the law should create the property, but special agreements would in all cases be required.

1408. Your former answer would be qualified in that way, that the valuer would have to decide upon the benefit of the thing done, as well as the value of it?—Yes, I think that in no case ought the landlord or the incoming tenant to be called upon to pay for property which is not; there should be the improvement before either party is called upon to pay for it.

1409. You would qualify your general answer in this respect?—I am not aware that it qualifies the answer.

1410. In your former answer you did not express anything as to the propriety of looking into the benefit to be derived to the estate?—As a valuer of property myself, I always do take that into consideration; and I should, in valuing tenant-right, consider the interest of the landlord and the interest of the incoming tenant, as well as the interest of the outgoing tenant.

1411. Would it be proper that the condition of the farm as to dilapidations of the farm and of the buildings should be taken into account?—The buildings are with us the property entirely of the landlord, and repaired by him; and, therefore, if the buildings are out of repair, it is the fault of the landlord. With regard to the other part of the question, I think decidedly the state of the farm when the tenant leaves it should be taken into consideration, and an allowance made to the landlord if the farm has been deteriorated.

1412. Sir *J. Trollope.*] Are not the buildings kept in repair by the tenants?—The landlord, in almost every case, finds the rough materials; the tenant in some cases finds half the labour, and in some cases he finds the whole.

1413. That is in putting up a new building; but in regard to buildings that have been put up before he comes on the farm, would not he be called upon to put them in repair?—Only in respect to the labour; in my own case it is only half. The landlord finds the rough materials.

1414. Mr. *Henley.*] In that case, where the obligation is upon the tenant to do the labour or a portion of it, in your opinion would it be right, if the buildings

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buildings were deteriorated for the want of that labour being done, it should be taken into account at the termination of the holding?—The tenant binds himself by his agreement to pay half the labour or the whole, as the case may be, and it is the interest and the duty of the landlord or agent to see the buildings are well kept in repair.

1415. In a case where there is no agreement beyond the ordinary binding of the law that the man is to uphold the buildings, how is it then?—I never met with a case; the custom of the country, without an agreement, would lead us to imagine that the landlord kept up the buildings.

1416. That would be the custom in your part of the country?—Yes.

1417. Is it your opinion, that in the event of the tenant doing the drainage under such an agreement as you have specified, the landlord should have any notice of it, to inspect the manner in which it is done?—Yes.

1418. You think that ought to be a condition?—Yes.

1419. Sir *J. Trollope.*] Have you had occasion to estimate the value of any drainage done, in the course of estimating tenant-right?—We have no tenant-right except on my own estate. I have met with cases where there have been leases in which I have had to value drainage.

1420. Have you ascertained the mode in which that has been executed?—I have taken the best evidence I could get.

1421. Such as you could get on the spot?—Yes.

1422. As to the depth it might be, and the probable durability?—Yes, and as to the expense of it, and the way in which it has been executed.

1423. Is it possible that the Legislature could lay down a rule by law by which that could be estimated?—I think not. I think what is required is to create the property, to make a tenant-right; that the tenant should have that property, and I would leave it to the valuer to say what the property is.

1424. You would then by that mode legalize the custom of every district of England, whatever that custom might be?—No.

1425. Would not that act of the Legislature, by creating that property, legalize the custom of every district, whatever that custom might appear to be?—I do not think it would interfere with the custom.

1426. Would not it make it recoverable at law?—Yes.

1427. You would, in fact, legalize every custom in England, whether upon good or bad principles of agriculture?—I would legalize the improvements the tenant leaves behind him, leaving it to the public man appointed to say what the amount is.

1428. Leaving him to ascertain whether it were beneficial or not?—Yes.

1429. Do you think it would be possible so to legislate?—Yes; no legislation would do away with the special agreements that would still be required.

1430. Mr. *Henley.*] What can the Legislature do that the tenant cannot now do with the fee-simple landlord by agreement?—I am not aware of anything in that case, not in a fee-simple.

1431. Can you state to the Committee any advantage that will be ensured to the tenant or to the landlord, by having that done by law which they can now do by agreement between themselves?—Nothing beyond the certainty of its being done, instead of its being left to the option of each landlord, in the case of the fee-simple landlord.

1432. It would be a great advantage to enable landlords with limited interests to deal with these matters in a just way to themselves and to their tenants, and so to serve both?—I think the law would be very applicable in cases of entailed estates, and other property similarly situated.

1433. Would it be right by law to compel persons to let their lands upon conditions to have certain things done, and the value of them ascertained afterwards?—I think it would be just that in every case the outgoing tenant should be entitled to that property which in the opinion of the public man he fairly leaves behind him.

1434. Without any previous consent given on the part of the landowner?—I have stated already, that I think the landlord should have notice of the improvements about to be done.

1435. Sir *J. Trollope.*] Should he have the power of forbidding them?—No.

1436. Mr. *Henley.*] Ought it to be done without the landlord's consent?—I think the landlord should not have the power of refusing such improvements as in the opinion of the tenant would clearly be an advantage to the estate, taking

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taking all care to guard the landlord that he pays only for improvements; I cannot see that as the incoming tenant or the landlord would only pay for real property, in what way he can be injured by the tenant making improvements if he pleases.

1437. You think then the thing to be ascertained is the improvement done to the land, not the amount of capital expended by the tenant?—Yes.

1438. That would be your principle?—I have always acted upon that principle, that I gave to the outgoing tenant compensation only for such property as the incoming tenant or the landlord could realise.

1439. Without reference to the amount expended?—Yes.

1440. Mr. *Burroughes.*] Would it not be very difficult to get an opinion as to the real value of the improvements made by the tenant?—No; we find no difficulty in the valuations which we constantly make; valuers residing in the same neighbourhood would be constantly meeting each other, and if a property were valued to-day for the outgoing tenant, the same valuer very likely might be employed by the same party to-morrow as an incoming tenant. In the one case he would be engaged in buying property, and in the other case in selling it, and forming his value of the property in both cases on the same basis.

1441. You speak of your immediate neighbourhood?—Yes, and generally I think valuers find little or no difficulty whatever; we have been so accustomed to those matters, that we find no difficulty in them. I allude to the covenant valuations.

1442. In reference to drainage, is not there a difficulty in prevailing upon tenants to take the best system?—That has arisen from the tenants not having security to execute the best system.

1443. Mr. *Henley.*] You would not carry it any further than you have stated, that the amount is to be ascertained solely with regard to the improvement, and not with regard to the cost?—No; that is my decided opinion, that care should be taken that money is not paid for property that is not to be found.

1444. In your opinion does the expenditure of the tenant upon the land much depend upon the probable future price of the produce?—Not so much as many people imagine, inasmuch as I have found that a low price has frequently acted rather as a stimulus than otherwise. I have not found in former years that the high prices have led to much greater improvements than the low prices have.

1445. Then the greater stimulus has increased the quantity of the produce, without reference to the price that that produce may obtain?—Every man, in making improvements, calculates upon what return he shall get; but the lower the price, the better it is necessary to farm. To meet those low prices, the greater produce we must endeavour to obtain.

1446. Therefore the improvements, in your opinion, would be equally beneficial, though the price of corn might fall very much?—Certainly not.

1447. Then is it your opinion that in some cases the expenditure of capital is speculative upon land?—In all cases it is, to some extent, speculative upon the part of the tenant.

1448. If it is in all cases speculative, do you think that if the tenant finds the speculation a bad one, it is just that he should turn round and leave the landlord to pay the expense?—Yes, upon the principle I have stated, if the property be there. If drainage be executed, that drainage should be paid for, provided it is left in good repair.

1449. The speculation being a bad one, the question is, do you think it just. The question is not put as a question of drainage, but with reference to expenditure generally; if the speculation is a bad one, do you think it just that the tenant should be allowed to go off, and leave the landlord to pay the expense of that bad speculation?—I cannot conceive of a case in which it would be known that it was a bad speculation at the time of the landlord taking the improvements; the landlord would be in place of the tenant, and time might be required to see whether it would succeed or not; it would be left as a matter for future profit, but if it was known to be an unprofitable investment, the landlord should not pay for it.

1450. You were understood to say that the expenditure of capital upon land is always a speculation; is that so, in your opinion?—In every case an investment that is not certain must be to some extent a speculation; but when I drain my farm I am confident that I shall receive the benefit if I stay in it, or if not, that the party who does occupy the land will receive the benefit of it.

1451. Drainage is a thing of long experience, and perhaps less speculative than any other mode of improving land; but taking various manures that have been introduced of late years, have not great differences of opinion existed as to the value of the results produced; is not it so?—Yes, it is.

1452. Do you think in all those cases it is quite just that the landlord should be called upon to pay, notice being given by the tenant and he doing it at his own will, and making an expenditure of capital that might or might not be productive?—In the cases of many artificial manures, the length of the term over which the tenant-right should extend might be advantageously altered; in the list which I have read to the Committee, I think I am allowed too liberally for the artificial manure, and I think for the permanent improvements I am not allowed sufficiently liberally.

1453. That bears upon the question just put to you?—Yes, it does, with regard to the lighter artificial manure.

1454. The artificial manure being among that head of expenditures which are more speculative, you are of opinion that it ought to be a shorter term?—Yes; I think in my own case if I were to leave my farm to-morrow, that the incoming tenant who paid me for the artificial manure I had expended money upon two, or three, or four years back, according to that scale would be injured.

1455. You think that it ought to be shortened?—Yes.

1456. Are you aware that in many counties custom has settled the period of years on which artificial manure should be paid?—I believe it has in Lincolnshire; I do not know the extent of it.

1457. In so difficult a matter as fixing the value to be given to each manure, is not it a safe rule to leave custom to determine the period that the value should be fixed for?—I think I should prefer the opinion of those men called in to value. But in my case they would have no option, inasmuch as the amount is fixed which they would have to give me.

1458. That is by agreement?—Yes; but as to the scale of allowance generally, it would be better to leave it to the public men called in to determine what the value was.

1459. You think their judgment is sufficiently sound that both parties might safely rely upon it?—Yes.

1460. You are understood to say that every advantage that could be secured by law could be secured by parties under agreement, each having a sufficient amount of interest in the land?—Yes, on a fee-simple estate. If I have my tenant-right, I should not care whether I had it from special agreement or by an act of the Legislature.

1461. But in your opinion all parties ought to be compelled to grant that?—Yes, because without it we shall not see it adopted.

1462. Do you think that parties ought to be compelled to let their land at a certain rent?—No.

1463. You do not carry it further than the condition of holding?—Only as far as to secure to the tenant who leaves, that property which he leaves behind him.

1464. And that not with reference to its cost, but with reference to its value to the incoming tenant?—Decidedly.

1465. You think that ought to be paid by the landlord, even supposing the farm to be unoccupied?—Of course, if the landlord takes it into his own occupation, he would pay it.

1466. Supposing a case where the landlord does not occupy, and no tenant can be found, in that case ought the landlord to pay?—The outgoing tenant is not to suffer because the landlord is unable to find a tenant.

1467. Even supposing the tenant-right should have become so extreme that no man could occupy the land on that account, would that alter your opinion?—No; on the contrary, the more extreme the tenant-right, I think the more certainty there is of letting the farm. The tenant would rather pay for the improvement than do it himself; he would rather step into a farm ready prepared for him, and pay the tenant-right, than step into a farm out of condition, and bring it into condition himself.

1468. That is with reference to your neighbourhood?—Yes; and I believe it is the general opinion.

1469. The tenant expenditure not being in your neighbourhood a very heavy one at present; that is, the incoming tenant not being heavily charged for improvements?

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improvements?—No; but we should in every case prefer taking a farm in good condition, and paying the outgoing tenant for the improvements, rather than make them ourselves, as we find a material advantage in doing that, because there must be more or less of loss for the one, two, or three first years.

1470. That would require adequate capital on the part of the incoming tenant, would not it?—Yes.

1471. A man short of capital could not come in?—He must hire a smaller occupation, and farm accordingly.

1472. And if that smaller occupation be not offered to him, he must go without any?—That does not make any difference in the capital. If he does not pay the outgoing tenant, he must have the money in his pocket to make improvements himself.

1473. In point of fact, he must have it, if he takes the farm, with the heavy incoming of it?—Yes, he must then, as now, regulate the size of his farm by the extent of his capital.

1474. Mr. *Colville.*] You say you are engaged in mercantile pursuits?—Yes.

1475. What sort of mercantile pursuits are they?—I am a miller and seed merchant.

1476. You say an Act of Parliament ought to be passed to compel the landlord to let his land on certain terms; can you see any reason why an Act of Parliament should not pass to determine the prices of the whole of the articles you deal in?—Yes, certainly; I merely say that the law shall create to the outgoing tenant such property as he leaves behind him; which law the trader possesses to a great extent now. If I erect any buildings as a tradesman, I have the opportunity of taking them away, but I have not that opportunity on the farm. I want to have the same opportunity of taking away my buildings as a farmer, that I have as a trader.

1477. Sir *J. Trollope.*] Is there not the power of recovery on the part of the landowners, for any deteriorations of their land?—Yes, undoubtedly.

1478. And you would give adequate compensation to the landlord for deterioration of land, to be recovered by the same process as that by which the tenant would recover his outlay upon the land?—Yes.

1479. And you would make it equally binding upon the tenant to compensate the landlord for any deterioration of his land, as you would make it incumbent upon the landlord to compensate the tenant for the improvements?—Yes, quite so.

1480. Do you see any difficulty in recovering that compensation in the case of an improvident tenant deteriorating the land, and ruining himself?—No; inasmuch as with respect to the last year's rent, the last half year is generally due previous to the time of the tenant leaving the farm; and then there are the common acts of husbandry which he leaves, and which would furnish sufficient to pay for the deterioration.

1481. In the case of a tenant going out at Michaelmas, it is at Old Michaelmas day?—Yes, on the 11th of October.

1482. Would the rent be due on the 11th of October?—In most cases the last half year's rent is due in the previous August.

1483. Have you known of any such cases?—I know of very few exceptions in agreements.

1484. Do you know of any such cases in tenancy at will?—Yes.

1485. Where the rent is actually due three months before the tenant gives up the occupation?—The last half year's rent is due previous to the termination of the tenancy.

1486. And in case of a tenant failing in business, would not there be a difficulty in recovering the money?—No.

1487. Not if the tenant is absolutely bankrupt?—No, there would not be any difficulty in that case. The landlord has the first claim upon the property upon the farm.

1488. Would you give a preference to the claims of the landlord over those of other creditors?—I am alluding to the fact of the landlord having the preference; if he had not the preference, my answer would not apply.

1489. He has for rent, but is there any preference, he coming in as an ordinary creditor for dilapidation?—The custom of the country for which the outgoing tenant would be paid is due to the landlord, not to any other party.

1490. Does this give him the preference for those claims over any other creditor?—Yes; it is his property.

1491. In case of insolvency or assignment of property, would he have a superior claim?—He has the property whether the claim be just or not.

1492. You are not a legal man?—No; I will explain my idea; it is this: a tenant leaving his farm is entitled by his agreement to a certain amount of valuation for his acts of husbandry, for his seed layers, for his hay, and a variety of other things, amounting always to a considerable sum upon every farm; this amount will be reduced in cases to which allusion has been made, by the deteriorated husbandry of the farm; and the landlord instead of having to pay the full sum would pay the less sum, independently of any creditor, on the tenant's insolvency.

1493. Mr. *Bouverie.*] You set off the dilapidations against the custom?—Yes; I allow for dilapidation, and the amount due to the landlord is reduced by that amount; the fact is, the landlord has less to pay; it is a case that occurs repeatedly now, though not to a large amount.

1494. Mr. *Burroughes.*] In a case of lease, and the insolvency beginning prior to that agreement, and the last year's rent being paid on the 1st of August, then the objections you have been questioned upon would not apply?—No; the landlord would be in the same position if the insolvency occurred in the centre of the time as if at the close of it; if the insolvent held a 20 years' lease, and the insolvency took place at the end of 10 years, there would be the same left at the end of the term, whatever it was.

1495. But if the lease or the agreement for a lease merely specifies that the last year's rent should be payable on the 1st of August, it is the last year's rent only that is ensured; consequently the rents of the previous year are due at the 11th of October, and the crops may be thrashed out before then, and the covenants may be very small and may not cover the dilapidations; how would it be in that case?—In such an extreme case it might be that the landlord would not have sufficient to cover him.

1496. Mr. *Bouverie.*] Do you always as a matter of practice value dilapidations, when you value farms for incoming tenants?—Yes; they are generally trifling in amount with us, but we are supposed not to do our duty unless we look to see that the incoming tenant is justified.

1497. Is that upon all the covenants there may be?—I am alluding to the common custom of our country; it is a very usual thing to see at the bottom of the award, "creditor by dilapidations."

1498. Mr. *Burroughes.*] But not to any great extent, or you would rather cut down your argument in favour of tenant-right?—Not at all, inasmuch as the farm is generally taken in bad condition and left in the same condition; therefore little dilapidation is due, for that reason.

1499. As to the Norfolk and Suffolk covenants, which do you consider the best system of farming covenants, the Norfolk or Suffolk covenants?—That is a very difficult question to answer; I scarcely know which to say; each has its advantages and its disadvantages.

1500. Then would it not be extremely difficult for the Legislature to lay down any perfect system?—I have stated that no legislation would do away with the special agreement; I want the Legislature to create the property, to secure the outgoing tenant his property, if he has any, in unexhausted improvements.

1501. *Chairman.*] Are you aware that an attempt has ever been made to interfere by legislative enactment with the custom of the country as to acts of husbandry?—No.

1502. Mr. *Colville.*] Will you state to the Committee what are the dilapidations you have valued?—In all cases they are governed by the agreement under which the tenant is farming; he is bound to do certain things, and if he has not done them, those are dilapidations to whatever the extent may be.

1503. Sir *J. Trollope.*] How do you value cross cropping; crops taken out of proper rotation?—There is sometimes a penalty fixed in the agreement for that; if not, we should in making the valuation give to the landlord what we should think a fair sum; taking always into consideration the state in which the tenant took the farm.

1504. Could you ascertain that, you not having been the valuer when he took it?—Ours are generally short terms, and we should take the best evidence we could get upon the point.

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1505. Mr. *T. Egerton.*] You stated that your valuation to the incoming tenant upon entering a farm, would not be according to the cost of whatever may have been laid out in the improvements, but the actual valuation of the improvements when taken at the beginning of the tenancy?—Are you alluding to the common custom of the country?

1506. You were asked what your principle was of valuing for the incoming tenant, and you said that the valuer would have to ascertain what is to be paid not in respect to what was laid out, but according to the relative improvement of the property from the time he took it to when he quitted it; you were understood to give that answer?—Yes, those are my ideas decidedly.

1507. That the actual cost of improvements are not to be taken into account, but only the actual improvement of the land, totally irrelative of anything that may have been expended in improvements?—I think that would be a fairer system than any other case, that the party taking the property might be sure that he had the value for which he paid.

1508. How would that value be calculated with respect to that improved land; in respect of the ruling prices of the day, or the produce of each individual acre? —I can scarcely give an answer to the question.

1509. You were understood to say you would value the property according to its value at the present day, as compared with it some few years before, whatever the time was that the tenancy began; the question is, how do you propose to value that, either at the beginning or at the determination of the tenancy, with respect to the produce or with respect to the price?—I did not intend to say there was a balance on the valuation, a balance, that is, between the commencement of the occupation and the end of it; but a valuation of the improvements the tenant had made according to his tenant-right.

1510. You were understood to say that the whole tenor of your answer was, that the cost of the improvements was not to be taken into account, but that the actually improved value of the property between the time he took it and the time he quitted it, was to be taken into account by the valuers of the tenant-right accordingly. Now will you explain to the Committee how that is to be done, unless you have some means of making a valuation either by the improved produce per acre, or according to the prices of the day?—I do not think it could be done without the valuer taking the first cost into consideration; but I think the valuer ought strictly to see that the incoming tenant or landlord gets value received for his money.

1511. How is it possible to ascertain that, unless you can ascertain first what your valuation is based upon?—You must take the cost as some guide to the existing value.

1512. *Chairman.*] When you say that you want to see the landlord secured the value which he pays for, do you mean that where any money has been decidedly injuriously laid out by the tenant, that then you would not take into consideration the actual cost to him, but what the real value was?—Yes, that is just what I applied my answer to. I would give the landlord every possible means of protection from paying to the outgoing tenant for property he did not realise; that must be based, in the case of drainage or claying, upon the first cost, and the number of years it had been done.

1513. Mr. *T. Egerton.*] Upon what principle do you say that there must be one of the two, either the actual cost, or the improved value of the land?—I think it should rest upon both.

1514. *Chairman.*] Are you to be understood to say that if the tenant had drained at an extravagant rate beyond the habit of the neighbourhood, at an expense of 10 *l.* an acre, where 5 *l.* or 6 *l.* an acre would have produced the same effect, you would take the basis of your calculation at what you conceive would have been the proper expenditure?—That is the whole scope of my argument, to guard the incoming tenant or landlord that they only pay for that which they receive property for.

1515. If a tenant had put on 160 cart loads of marl to an acre, when according to the practice of the neighbourhood 80 or 100 loads would have been sufficient in your judgment, and would have produced the same and perhaps a better effect, you would only have allowed him what would have been the proper cost? —Yes; or it would be possible for a tenant differing from his landlord to sacrifice his time and expense and trouble to injure his landlord, which I would guard the latter against.

1516. Sir *J. Trollope.*] With respect to the question which has been just put to you, as to the use of an excessive quantity of clay being used, would not that be positively injurious?—Yes, in some cases where used in excess it would.

1517. In that case, would you allow the tenant the full compensation which he ought to have had if he had done it properly?—No.

1518. The case is put of 160 loads an acre; is it not the case that from 50 to 80 are sufficient, if properly applied?—Yes.

1519. If a person putting on the clay puts on double the amount he ought to do, is not he injuring the freehold of the soil by that excess?—Yes, and I would guard against it.

1520. Would you allow the compensation in that case for the proper amount, or make him pay for the deterioration?—He generally gives notice to the landlord of the improvements; and if against the will of the landlord he still makes those improvements, I should not allow him the money for it, if I thought he deteriorated the property.

1521. Mr. *T. Egerton.*] You would allow him, then, to be the judge?—No, the valuer would be the judge.

1522. Sir *J. Trollope.*] You would take away the power of the veto from the landlord; that is, if a tenant thought a thing profitable for himself, you would not allow the landlord to prevent him doing it?—I would not.

1523. Then the landlord in fact would be made to become responsible for a thing that he did not approve of?—Yes; subject, as I have stated, to this, that if the valuer thought it deteriorated the property, he should not pay for it.

1524. You then would make a party liable for costs which he did not approve of?—Yes, provided he had the benefit of it.

1525. You would make him pay for it, whether he approves of it or not?—Yes; if the tenant leaves the property behind him, I would make the landlord responsible, if it be an improvement.

1526. Even though the tenant did it against the landlord's consent?—Yes, if he has done it, and leaves the property behind him.

1527. Then you would compel parties to buy what they did not want?—Why should the tenant be required to leave the property behind him? I would compel the landlord to pay for improvements that the tenant left behind, knowing that in every case the money is paid by the incoming tenant.

1528. Without any limitation of the amount and value of the improvement?—Yes, provided it be an improvement; the valuer taking care it is an improvement; in fact the landlord pays only for the property he receives.

1529. Mr. *T. Egerton.*] May not such cases as these arise, that in filling up pits and taking down fences, you may charge the land to the actual extent of the fee simple?—Yes, perhaps that might be if the pit were filled up at a considerable expense; but the valuer would not allow that amount; there are many cases of that kind in which the amount that the improvement costs would not be allowed, but the extent only to which the farm was benefited would be allowed.

1530. Why would not it be allowed; you were understood to say that the valuers were to take into consideration what has been done by the tenant, the cost and the actual value. Take the very case that has just been mentioned, that of a pit being filled up and the land reclaimed, at the cost of the fee simple; why should not a valuer allow that?—I think they should allow only the value of the improvement, whatever it was; in the filling in of the pit the field must be considered to be benefited by the improvement.

1531. Do you consider that filling up old pits and taking down useless hedges are an improvement?—It depends upon where the pit was situated; if it were in the middle of the field it would be a great improvement; you would cultivate that field cheaper in future, in consequence.

1532. Earl of *Arundel and Surrey.*] Who would be most benefited by those improvements?—I think it would not cost the landlord anything; as the incoming tenant would pay the money. If a tenant-right was granted, the landlords would be sure to be benefited, as their estates would be improved by the capital of the tenantry. I believe that the tenantry would also be benefited, but not so certainly as the landlords; the labourers and the consumers would.

1533. Mr. *Bouverie.*] If the value of the improvement only paid the interest of the capital invested in it, how would the landlord be benefited by the change of tenancy?—In that case there would be no benefit, as the farm would not be worth more.

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1534. *Chairman.*] You have been asked with regard to the injudicious employment of manures; is it your opinion that, inasmuch as the tenant must pay the bills in the first instance, and run the risk out of his own pocket, he would only employ such manures as would answer?—Yes; self-interest would dictate the rule.

1535. The rule of the use of manures would be the profitable use of them, and the very slight exception would be some mistake made in the employment of them?—Yes; I think the profitable use for the future is more certain than the past, as our experience is becoming daily greater.

1536. You think that the tenants running the risk of the employment of the manures in the first instance, would be pretty good judges whether the manures they used would be likely to answer or not, especially if used upon a large scale?—Yes; upon my own farm, for instance, upon the introduction of nitrate of potass or soda the advantage was not always commensurate with the expense; it was not always used with advantage at first. I did not understand the subject then so well as I do now.

1537. Sir *J. Trollope.*] Are you always sure to get those artificial manures pure?—No.

1538. Have you not often got them adulterated?—I give a good market price for them, and I do not find that to be the case.

1539. Many of those manures are doubtful until tried, if you do not know their nature and properties?—Yes.

1540. In all those cases would you make the landlord or the incoming tenant responsible?—I should guard the landlord from paying for what he did not receive.

1541. How would you ascertain the value of guano; would you make the incoming tenant pay for it after the application?—Yes; but not to the extent that is now allowed.

1542. Have you ever had occasion to value the application of it professionally?—No.

1543. Then you have not ascertained the basis you would make your valuation upon?—No; I think the tenant-right in those artificial manures should not be extended so far as I have seen, but the cases of permanent improvement should be extended longer.

1544. In valuing artificial manures, have you any basis for your valuation?—Unfortunately, not having a tenant-right in the neighbourhood, cases of that nature do not arise for want of that tenant-right.

1545. Mr. *Moody.*] Supposing a farm to have been deteriorated by the excessive application of clay, how would you value it to the landlord?—I have already answered that; that a tenant wishing to clay any part of his farm would give notice to the landlord of the claying being done, in consequence of the special agreement that the landlord should pay for it; but if the tenant did it against the wish of the landlord I would not pay the tenant for it, unless there was a decided advantage from it.

1546. Then is the tenant to get remunerated for that, if there is not only no benefit to the land by it, but an actual deterioration of the land in consequence of it?—If we took the one case into consideration, so we should take the other case into consideration.

1547. Then putting the case of a tenant being insolvent, and of land deteriorated, how is the landlord to be repaid?—I cannot conceive any case in which there would not be sufficient property left to pay the landlord.

1548. If a man has been insolvent for some time, and is holding on upon a lease, his property may have been subjected to seizures repeatedly, and nothing may be left, and he may have neglected all acts of husbandry; then how would the landlord be protected?—I believe there is always sufficient valuation to pay such damages; I never met with a case where it was not so.

1549. *Chairman.*] There is a great deal of claying in different parts of Norfolk and Suffolk, is there not?—Claying is very general in my district, marling prevailing in the more western parts.

1550. Has any instance come within your knowledge where the tenant has injured his land by putting too much clay on?—No, but a great many where they have not put enough on.

1551. Is it likely that a tenant would be so eager as to put too much clay on the

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the land?—I think such a case would never occur, and claying is so old a practice that most tenants know the quantity required.

1552. In a case of a tenant being insolvent for some years, would not he be particularly unlikely to expend his money and apply the strength of his horses to spoiling his land by putting so much clay upon it?—Quite the reverse, no doubt.

1553. Have you known any instance of insolvent farmers having been so injudicious as to spoil their land by over-claying it?—There never was such a case within my experience.

1554. Sir *J. Trollope.*] Is there any regulation as to digging that clay, or are you at liberty to dig it where you like?—Yes, we dig it where we please.

1555. Are you under contract to fill the pits up?—No.

1556. You usually dig a pit and leave it open?—Yes, we generally leave them for the cattle to drink at.

Mr. *James Grinling Cooper*, called in; and Examined.

Mr. *J. G. Cooper.*

1557. *Chairman.*] WHAT is your profession?—I am a Farmer, and occasionally I am employed to value property.

1558. What extent of land do you farm?—Something over 2,200 acres.

1559. In what county do you farm?—In the eastern part of the county of Suffolk.

1560. Near what part?—Near Southwold.

1561. Sir *J. Trollope.*] Do you farm all under one landlord?—Yes.

1562. *Chairman.*] Are you on the light land or on the low land of that neighbourhood?—The light land.

1563. Is your arable land light?—It is a mixed soil, sandy and light, land that I occupy.

1564. Have you any tenant-right for improvements in your neighbourhood?—We have no tenant-right beyond that recognised by the custom of the country, and by the leases generally granted in the neighbourhood.

1565. Is that custom for acts of husbandry, or for acts of improvement?—Merely for acts of husbandry, hays, manures made from the produce of the farms, seeds, and things of that description.

1566. What is the custom between the outgoing and the incoming tenants?—The custom in Suffolk is to pay for the rent and parish expenses on the fallows, together with all the tillages put in, as ploughing and harrowing, and for other things, as stated in the last answer.

1567. When you say the fallows, do you speak of naked fallows, or fallows with roots?—On our light lands we grow all the fallows with root crops, on the heavy land we grow only a portion; still the same system is pursued as to paying rent; and tillage for long fallows as well.

1568. When is your entry?—At Old Michaelmas, the 11th of October.

1569. Are you of opinion that the tenants are injured by a want of security for the outlay of their capital?—I think if the tenants had security for the outlay of capital, they would cultivate their lands in a much better manner than they do now towards the latter part of a lease.

1570. What is the longest time the leases are for?—Eight years, more generally.

1571. Is the practice there such as has been explained by the last witness; to improve the land in the first half of the lease, and to let it go down in the last half?—I know of several cases where farms have been farmed well during the beginning of the lease, and the cultivation allowed to deteriorate towards the expiration.

1572. Can you state any case in point?—I know of a case at this time, where the party will quit it at Michaelmas next; eight years ago that farm was in a very high state of cultivation; it is a heavy-land farm, and has nearly 200 acres under the plough; and in consequence of the tenant having for the last four or five years been aware that he would be obliged to leave at the expiration of his term, it is not in near so good condition as it was: it all requires under-draining and other improvements to be made.

1573. If that farmer had had a tenant-right, he would have kept up the condition of the farm?—No doubt of it.

1574. What is the difference of value to the landlord per acre, as it now is, and as it would have been if the tenant had had a tenant-right?—I have always considered under-drainage a very material improvement to heavy land, and from the

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the manner in which it is done in our neighbourhood it will continue effective for eight years; and at a cost of something like two guineas an acre.

1575. You think it is worth 5 *s.* an acre less to the landlord than it would have been otherwise?—I do not think that the tenant would hire it at less rent in consequence of the expenditure not having been incurred; I think the outgoing tenant would be a loser to the extent of half of the outlay, and the incoming tenant would suffer the same amount, in consequence of the under-draining being quite worn out.

1576. Then the landlord would have to make a heavy outlay for the under-drainage?—The landlord or the incoming tenant would.

1577. And that you think the incoming tenant and landlord would divide between them?—No; I understood your first question to be, what rent the landlord would be obliged to take less.

1578. And you are understood to say that the whole farm now required to be drained?—The whole of the arable land does.

1579. Upon whom would the expense fall?—I have no means of knowing; I have never seen the agreement between the new tenant and the landlord.

1580. Are you of opinion that a tenant-right would be of advantage to the landlords in general?—I do think so, inasmuch as at the expiration of their tenants' terms the estate would be in a much better state of cultivation, and would command a greater price in the market to let or sell. I know of a case in point that has occurred in the last eight or 12 months, where a party purchased a farm and held it in hand a few years, and has gone to market with it in an improved state, and has made an increased price in consequence.

1581. Can you state the proportion per cent. of the increase?—I will state the actual case; it was this: the purchase was 6,000 *l.*, and it sold for 8,500 *l.*

1582. Do you think that the farmers of your neighbourhood would so far avail themselves of the privilege given to them by tenant-right, as to increase considerably the employment of their labourers?—I have no doubt, for the want of being paid at the expiration of their terms for unexhausted improvements there are a great number of labourers discharged two or three years before the tenant quits his occupation, to lessen the expenses, had he a claim for under-draining and other improvements, he would continue to employ his full number of men up to the expiration of his term.

1583. You are to be understood to state to the Committee, not as matter of opinion but as matter of fact, that you know the tenants towards the end of their leases diminish the number of their labourers?—I know that to be the fact generally.

1584. Are you of opinion that it would be better to leave those things to private agreement between landlord and tenant?—I think if it is left to private agreement between landlord and tenant, we shall remain in the same state that we are now in.

1585. Mr. *Bouverie.*] Have you known any agreement embodying such stipulations in your district at all?—Very few.

1586. Are the tenants in the habit of asking for them?—The tenants as a body very much desire them.

1587. Is there any unwillingness on the part of the landlords generally to enter into such stipulations, if asked?—Unfortunately many of the great landed proprietors cannot be considered men of business; they do not understand the practical bearings of the case, they are therefore exceedingly tenacious of coming into any system different from that they have followed many years.

1588. *Chairman.*] Your opinion is that the large landowners know nothing about farming?—I cannot say nothing; but unfortunately they do not make themselves practically acquainted with farming matters.

1589. They do not understand this kind of arrangement between landlord and tenant?—Generally speaking, certainly not.

1590. Mr. *Bouverie.*] You think that if they had intelligent regard to their own interests, they would be willing to enter into those agreements?—It would be better if there were a fair arrangement of tenant-right, taking special care to protect the interests of the landlords as well as the claims of the tenants.

1591. Which state of things do you think would most tend to keep the farms in a constant state of improvement; your present system of leases for eight years without tenant-right, or yearly holdings with tenant-right?—I should prefer a lease with tenant-right attached, which would induce the tenant to keep the farm in a proper state of cultivation up to the expiration of his term, ensuring the tenant payment for such things as he is now entitled to receive for, and for such other improvements as he might make.

1592. Admitting a lease with tenant-right at the end of it to be most perfect, which is best, a lease without tenant-right, or a yearly agreement with tenant-right; which is best for the landlord?—We hardly know anything of yearly agreements; with us it is either a lease or an agreement for a lease.

1593. Which is equivalent to a lease?—Yes, it is equivalent to a lease, because the parties contract to execute a lease when called upon.

1594. Have you any doubt that your existing terms are insufficient to secure to the landlord his receiving back his farm in a proper condition?—I am quite sure of that; the landlord does not, under the present system, receive his farm in such a good state as he would do if the tenant were secured his unexhausted improvements.

1595. Sir *J. Trollope.*] What is the system at the expiration of eight years; does the same tenant take on, or is the farm open to competition?—Unfortunately under the present system the landed proprietor is not solicitous about his tenant, he does not pay that attention to a man of capital, a good farmer, being an old tenant, that I consider he is fairly entitled to; and if the farm is in a high state of cultivation, from the number of applicants and the power of the landed proprietor, I am sorry to say in many cases a tenant who has been occupying his farm for some time is obliged to leave if he objects to the terms proposed.

1596. Has not he usually the preference?—I should state that there are many cases where a preference is given; I think on large estates it is so generally, provided he will give a full rent.

1597. The system of changing at the end of eight years is very contrary to the good farming of a district, is it not?—It is very injurious to good farming.

1598. Those short leases are not a good thing for a tenant, are they?—Neither for landlords, tenants, or labourers.

1599. Earl of *Arundel and Surrey.*] How long have those been the customs of the country?—From time immemorial; I have seen by old leases the same covenants have been handed down from time to time.

1600. Sir *J. Trollope.*] Is that invariably the term, eight years?—No.

1601. Are there no leases of 19 and 21 years?—I have not known of 21 years; I have known 12; the general system is eight years, and longer leases are the exception.

1602. Mr. *Colville.*] Do you not think that instead of yearly tenancies, it is extremely desirable that the tenant should have his farm secured to him at least for eight years; for this reason, that on entering on the land he generally finds there is a great deal of labour wanted to be expended upon it, which in the event of his being obliged to leave before the expiration of eight years, without tenant-right to secure him, he would not be remunerated for, and that therefore he requires to have the occupancy of his farm for a certain period to allow him to exhaust the labour he has employed upon it? In short, do you not think that in all cases that are now cases of yearly tenancy, it is desirable that the tenant should have the farm secured to him for a short period, in order that he may be reimbursed the money that he has expended in cleaning it?—If he has it only secured for a short period, and the farm is in a bad state when he takes it, he could not fully reimburse himself; if the period was for eight years, and he laid out his money in the four first years, he would not follow the system up the remaining four years.

1603. Sir *J. Trollope.*] Would not that be an injurious course to himself, if he hoped to take that farm on again at the expiration of his term?—Not having it secured to him, and coming in competition with the public at large, he would not be prudent to have it in such a good state at the expiration of the eight years as he would have it in during the first four years.

1604. Mr. *Colville.*] Are your farms let by tender?—No; except they happen to be the estates of corporations, trustees of charities, or that kind of property.

1605. *Chairman.*] Is there much land in Suffolk that in your opinion might be considerably improved, under a system of tenant-right, by marling or draining?—As a whole, Suffolk must be called a heavy land county; and the first and most important step towards good husbandry is to keep the land dry by a continual and thorough system of drainage, and I think an equitable principle of tenant-right would, in most cases, secure so desirable an object.

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1606. Sir *J. Trollope.*] Are you in your first eight years tenancy on your present farm?—I have lived there three eight years.

1607. In the same occupation?—Yes.

1608. Then you have a longer lease than eight years?—Yes.

1609. And are now in the third period?—I would not have taken my farm for an eight years' term; I have already lived 24 years on it as tenant.

1610. Then you have outlived more than one term?—Yes.

1611. And have occupied again under the same landlord?—Yes.

1612. Had you much competition for your farm; were other parties admitted to stand in and bid against you?—My first lease was out when things were much depressed, and for the greatest part of my farm I had not any competition at the time I made the second hiring; but for an off-hand farm that I hold under the same landlord I had two competitors.

1613. And you took on again?—Yes.

1614. Mr. *Bouverie.*] You have spoken of proprietors not rightly understanding their interest; do you think the agents who act for the proprietors very often have not a regard to the interests of the proprietors, and do not see what is most to the advantage of the estate?—I think the agents do understand the interests of their employers on many estates, but there are exceptions; and some consult the caprice of their employers, rather than the just principles of agricultural tenancy.

1615. Mr. *T. Egerton.*] Is your answer applicable to agents or stewards of the large properties you are mentioning; are they chiefly managed by agents with stewards under them, or are they managed in what way, speaking of the general custom of your country?—I think generally the land agents understand what they are about.

1616. Are those large properties you alluded to chiefly managed by land agents under the proprietors?—I may say are almost invariably managed by land agents.

1617. Do you think they have an equal objection with the proprietors themselves to any change in the customs as to letting farms?—I do not think they have the objection that the landed proprietors generally have.

1618. What is the general system; if a farm is to be let, is it valued by the land agent or steward?—The general system is for the landlord or his agent to fix a rent.

1619. How is that sum of money arrived at?—That is a matter of calculation between the landlord and his agent.

1620. As to your own knowledge, what is the general custom; is the farm viewed, and each field looked over to ascertain what the produce is, and what the rent ought to be?—Where there are agents that are men of business, they inspect the state of the farm as to cropping from time to time, and by so doing they are enabled to form an opinion as to what the farm ought to produce, and then it is a matter of consideration between them and the landed proprietors; the tenant is not consulted, but asked by the agent or landlord a price for the farm; and they make terms and other arrangements afterwards.

1621. Earl of *Arundel and Surrey.*] Generally there is considerable discontent you say at the present time amongst the tenant farmers in that part of the country, for want of some system of tenant-right?—I said there was a general wish for a good system of tenant-right.

1622. Mr. *Bouverie.*] Do you think enacting such a measure as that proposed would lead to a great spirit of improvement in that county?—I think it would.

1623. In your neighbourhood, not far from you, is there not a considerable tract of light blowing sand, which might be very much improved by marling?—We have no marl in our neighbourhood; but great advantage would arise by carting marsh ooze, or other heavy soil, on such land.

1624. It is something more towards the south-west of Suffolk, towards Orford?—That is a neighbourhood I know very little of; I have understood the farmers in that district cart a good deal of loam and craig.

1625. Speaking as a large occupier of land, have you any doubt that the recognition of tenant-right for improvements would lead to a considerable improvement of the land, and an increase of employment to agricultural labourers?—I think so; and it would ensure the continual employment of agricultural labourers up to the expiration of the leases.

Jovis, 23° *die Martii* 1848.

MEMBERS PRESENT:

The Earl of Arundel and Surrey.
Mr. Borroughes.
Mr. Colville.
Mr. E. Denison.
Mr. Drummond.
Mr. Tatton Egerton.
Mr. Henley.
Sir C. Lemon.
Mr. Moody.
Mr. Newdegate.
Mr. Pusey.
Mr. Stafford.
Sir John Trollope.

PHILIP PUSEY, Esq., in the Chair.

Mr. *Samuel Jonas*, called in; and Examined.

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1626. *Chairman.*] ARE you a practical Farmer in Cambridgeshire, at Ickleton?—I am.

1627. What is the extent of your occupation?—I have over 2,000 acres altogether.

1628. Is that all under the plough?—About 2,000 acres are under the plough.

1629. Although a practical farmer, you obtained the prize for the best report on the farming of Cambridge from the Royal Agricultural Society?—Yes.

1630. Has that led you to make yourself more acquainted than otherwise you would have been with the agricultural condition of Cambridgeshire?—Unquestionably.

1631. You have also been an active member of the Council of the Royal Agricultural Society from its foundation?—I have.

1632. Has that led you to consider the best modes of improving farming, and made you acquainted with the farming of a considerable part of England?—Yes.

1633. What is the nature of the soil of your farm?—My own occupation, a portion of it is heavy land, a portion of it is chalk land, and some sandy land upon chalk formation, and some black heath land; it is nearly all light land; there are about perhaps 130 or 140 acres of heavy land.

1634. Is that entirely of a character requiring a good deal of assistance?—It is a very poor description of soil indeed; many years ago producing little or nothing.

1635. What is the amount of stock which you now keep upon that farm?—My original occupation was a little over 1,700 acres. I have now lately, within the last few days, hired an adjoining farm, making the quantity I mention; I confine myself, therefore, to the 1,700 acres.

1636. What is the number of sheep you usually winter?—About 2,400.

1637. What portion of those are breeding stock, and what proportion are fat?—About 400 breeding stock; I find it necessary to fat more, to improve the condition of the farm.

1638. Do you fat about 2,000 sheep a year?—Yes.

1639. Do you purchase artificial food for that purpose?—To a considerable extent I do.

1640. Besides fattening sheep, do you fat any beasts?—Yes, I do.

1641. How many?—About 100 per annum.

1642. What was your expense per week last winter for artificial food?—Before I began to sell any of my sheep at the usual period of the year, it cost more than 100 *l.* a week for artificial food for stock.

1643. Which you bought?—Yes, which I bought; oil-cake and corn for my sheep and bullocks.

1644. Do you consider that the beasts which you so fat pay you in the increase of their meat?—Far from that; so much so that I once made an offer that I would give any one 1,000 *l.* a year to fat 500 bullocks on my farm.

1645. You calculate, on the food you give to your beasts you lose about 2 *l.* a head in the proceeds of the sale of the animal, and are only brought home by the increased value of the manure that is made by those beasts?—Exactly so.

1646. Is that the case also with the cake which you give to your sheep?—Not exactly so.

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1647. You consider that on the 2,000 sheep which you fat, that the increased value of the animal when fat does not bring you home as to the cost of the artificial food you use?—There we may get some little return, but not on the cattle. In fatting sheep it is not that loss to tenant farmers, but in fatting beasts you are obliged to fat a certain quantity of beasts for the consumption of the straw to make it into manure.

1648. You farm your land under a lease?—Yes, I do.

1649. Have you any compensation for improvements in that lease?—None.

1650. When the term of your lease is drawing to a close, if you have reason to suppose that you are not secure of its being renewed to you, should you continue the present very high course of farming which you pursue?—In the absence of any other protection I must protect myself by reducing the expenses and productive properties of the farm, unless I could renew the lease a few years from the time of the determination of it.

1651. If you had no renewal of the lease, you would cease the purchase of the cake during the last three or four years, and in defence of your own property, you would allow your land to return to the unproductive state in which you found it?—There is no question about that.

1652. Is it general in Cambridgeshire to give any compensation to the tenant for improvement of the land?—I know of none; the lands of Cambridgeshire are generally held on lease, and some portion is under yearly tenure.

1653. Can you inform the Committee in general what has been the increase of produce of corn during your tenancy, comparing the produce of the land when you first took to it, and its present produce?—You mean the increased produce arising from the improved cultivation I have adopted. I am not prepared to answer that question, because I did not think it might be put to me. I did not look over any documents to answer it.

1654. You have no doubt it is a considerable increase?—If it was not so I should have been a considerable loser by the operation.

1655. What was the stock kept upon your land by your predecessor?—It was one of the worst stocked farms in that neighbourhood; there were not more than 200 or 300 sheep upon it, and never exceeding 400 sheep upon the farm, seldom exceeding 300, and none of those fatted; and they seldom if ever fatted a beast upon the farm.

1656. Upon that farm, what proportion of your present stock should you say you keep?—On that farm I should say about 1,200 sheep and 40 bullocks.

1657. You keep about 1,200 sheep and 40 bullocks, where only 400 or 300 sheep were kept before?—Yes, and no bullocks ever fatted or kept.

1658. Therefore in the event of your foreseeing the close of your tenancy, you would be obliged in self-defence to reduce the production of meat upon your farm nearly to its former state?—Exactly so.

1659. You say that there is no general custom of compensating tenants for improvements on their farms; is there any practice of compensating them for improvements by drainage?—I do not think that there is any, unless there is some agreement made. I wrote yesterday morning, and sent my son over to a friend of mine, one of the leading men, as a land agent and valuer in our neighbourhood, and he writes me word back, stating what the usual manner of valuing hollow drains would be. There is the usual allowance, but I do not consider the landlord is bound to pay it, except under agreement.

1660. What is the allowance?—The allowance would be a reduction in the first crop of one-third of the cost price of the drainage; the second crop one-fourth of the remainder; the third crop another quarter, and the fourth crop another quarter, and a fifth crop no payment whatever.

1661. What is the usual tenure of land in Cambridgeshire?—By lease or yearly tenure.

1662. Do you find any difference in the cultivation of farms under a lease, and by yearly tenure?—Unquestionably; generally speaking the lands on a yearly tenure are very badly cultivated, unless the tenant has very great confidence in the landlord.

1663. The land held upon lease is badly cultivated during a great portion of the time, in consequence of the insecurity felt by the tenant?—Exactly so.

1664. At the close of the term, unless there is a prospect of renewal, you were understood to say it is badly cultivated?—Any tenant farmer who had been farming to the extent that I am farming, and have been for many years, who was

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was carrying out the improved system of farming, would not carry it out the latter part of his lease unless he could secure a renewal of the lease before the expiration of the term, and he would let the land fall back to its original value to get his own compensation before he made a fresh bargain.

1665. Are you of opinion, from your experience, that advantage would be derived from an accordance by the landlords to the tenants of a tenant-right for improvement or not?—Yes.

1666. What will be the advantage of the cultivation of land?—I made a memorandum, which perhaps the Committee will excuse my reading. I take two supposed cases of two farms lying contiguous to each other, both of equal value, of the same extent, and in the same state of cultivation, each farm at the same period passing into the hands of new landlords: the one farm the owner will only let from year to year, and in no way offer to the tenant any security for his capital; the consequence would be, the tenant would adopt an exhausting system of farming, using no artificial manure, keeping few, if any, fat cattle, and employing but few labourers, and in the course of about eight or twelve years he would have so exhausted his farm, and yet without breach of covenants, he would give his landlord notice to quit, and the landlord would be compelled to let his land at a reduced rent, at some shillings per acre less: he would also be obliged to give some kind of security, by lease or otherwise, to induce an enterprising tenant to take it. The other farm having passed into the hands of a landlord who, seeing the necessity of giving security to his tenant for his capital employed in the permanent improvement of the land, gives him a lease, and engages that himself, or his incoming tenant, shall pay him for the unexhausted improvements at the end of his term; that landlord would have no difficulty in securing a good and enterprising tenant out of the number of applications he would have for his farm; he would find no necessity for reducing his rent, for the incoming tenant would not only pay the rent, but would also gladly pay the sum required for unexhausted improvements, and would be in a better position too, than a person who has hired such a farm at a reduced rent, and none but those who have hired farms in a completely exhausted state (as I regret to say has been my own case) know the vast amount of capital required, and the number of years it will take before he could get it into a proper state to give him any return for his capital employed.

1667. You are to be understood to state that, as a practical farmer, you would rather pay the outgoing tenant for the benefit of the artificial manure that he had put into the soil, than find the soil in its natural state, and yourself undertake the whole expense of bringing it into a higher condition?—There is no question about it.

1668. Is it your opinion that when land is in its natural state, particularly light land, a considerable loss arises from the failing crops during the first two or three years, before you reap the advantage of the artificial means that have been employed upon it?—In one occupation which I undertook myself some years ago, that was in the worst state of cultivation possible to find a large tract of land; I was seven years before I got the balance on the right side of the account. The outlay of capital was to an enormous extent, and it was seven years before I got any return for the capital employed.

1669. Is it your opinion that if your predecessor on the farm had employed the same system as you yourself employed, high cultivation, and you had paid to him a fair amount for his tenant-right, you would have been not only free from loss, but have had a profit for the first year?—I do not know that that would have been the case, because the amount paid for unexhausted improvements might be such the first year, that you would have no balance of profit; I would much rather pay for all the unexhausted improvements of any occupation, than take it in a bad state of cultivation, unless the rent was to be very considerably reduced indeed.

1670. Should you not consider that the sum paid for improving the farm, in the absence of tenant-right, would more than counterbalance the sum that the outgoing tenant would be entitled to from the incoming tenant, where there was a tenant-right?—Yes; it must be carried over a number of years where the tenant-right was paid, and you would charge yourself for so many years before you got a return upon it.

1671. Is there much land undrained in the county of Cambridge?—There is a large portion of lands of Cambridgeshire which are badly drained, but I know

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I know of little or none but what has been drained, but then it has been done very badly.

1672. Is there none on the western side of the county?—That is the district I allude to, which is badly farmed; the district there is very badly drained. I should think, that under the circumstances in which we have been lately placed by the unusual wet this winter, that that land will produce very little corn for the ensuing year.

1673. Is it your opinion that the wheat has also suffered, so that the produce at harvest will be lowered decidedly?—On the land I have now lately hired, a portion of the heavy land is very badly drained. I have no hesitation in saying that there will be very little more than the seed sown on a large portion of that, which is badly drained.

1674. As an active member of the Royal Agricultural Society, you have travelled over a great portion of England, is it your opinion that there is great room for improvements by drainage and otherwise in many parts of the country?—I do not recollect any meeting that I have attended of the Royal Agricultural Society, but that in driving to the place I have seen large tracts that might be considerably improved, and the produce nearly doubled by a better system of cultivation.

1675. Is it your opinion that such weather as we have lately had must have greatly injured the wheat, and diminished the produce in a large portion of this country?—In going down to our meeting at Liverpool I saw a large tract of heavy land which, if not improved, would not produce corn at all under the wet season that we have had this year; that is, if it has not been improved since I saw it.

1676. Are you of opinion that such improvements would tend not only to a greater security in the production of food, but a greater and increased employment of agricultural labourers?—I know of nothing that would benefit the country so much as giving security to the capital of the tenant, by which he was enabled to carry out permanent improvements that would be the means of giving constant employment to people; and not only so, but would also improve the morals of the people, and give to the country a better description of labourers than you would have if there was not that employment given to them.

1677. As to the general feeling amongst farmers now, do they wish for greater security for their capital in your locality?—I myself know of few men possessing capital who would engage in the cultivation of land, unless they had some security, or they would naturally secure themselves in the way I have mentioned, by partially reducing the value of their land towards the termination of their lease. There are tracts of land that members of the Committee are aware of, where the landlord is debarred from granting a tenant any compensation under the lease; and therefore, to introduce a proper cultivation of the lands of England, it would be necessary to give them security, which is not now given.

1678. Under the present circumstances is it particularly desirable that such security should be given?—I think more so than ever.

1679. Why?—Because now that you have called upon the farmers of England to compete with the untaxed produce of other lands, there is a great reason why security should be given to the capital of the farmer; and as a proof of that, I hold in my hand a letter which I have had from a friend of mine, a land-agent, for a farm on the continent of Europe, and I will show to the Committee, by reading that letter, the low value of land on the continent of Europe, and that if we are called upon to compete with such low-priced land as that farm is, security is absolutely necessary to induce the tenant to carry on the permanent improvements of the land. This is a farm called the Puhnein, with an excellent brick-built house, comprising 14 best rooms, besides servants' apartments, kitchen, pantry, and cellar, &c. Also a brick building, with four vaulted cellars, rooms for labourers, stabling for 22 horses, 100 cows, 25 oxen, and 400 sheep-barns and other necessary buildings, and a malt-house, and as to the malt which is made there, I should beg to observe that it pays no duty; there is a brandy distillery, a water-mill, a forge, and a corn drying-room, together with 1,836 acres of land, part mixed soil and part heavy, 612 acres of which are now cultivated as arable land, producing wheat, barley, rye, oats, almost all kinds of grain in fact, beans, peas, and clover; 612 acres of mowing meadow ground; 612 acres of cattle and sheep pasturage; and I am sure the Members of this Committee will be astonished when I tell them the rent that is asked for it;

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it; the rent of all that farm and buildings is 266 *l.* per annum, with no tithe, and for the term of six years; and for any period after the expiration of the lease, there may be a renewal of such lease for any term at an increased rent, amounting altogether to 338 *l.* "Puhnien," the name of the farm, is situated about 10 miles from the coast, with a good road down to the harbour, from whence it is only six hours' sail to Riga, so that expense of transit will not be heavy, it being only 10 miles distance from the harbour, with a good road to it, and only six hours' sail for the small craft conveying it to Riga, the expense of carriage cannot be heavy. I should say, from all the information I can obtain, that all expenses included, the wheat grown on this farm can be conveyed to the port of London at from 7 *s.* to 7 *s.* 6 *d.* per quarter, the average expense of delivering wheat of British growth into the same port would be about 2 *s.* 6 *d.* to 3 *s.* per quarter; and the only tax paid by the tenant of this farm would be 10 *s.* per head on all the male labourers or serfs attached to the farm.

1680. Mr. *Newdegate.*] Where is that?—Near Riga, close to the port of shipment, and the freight from which is not considerable to England. The possession may be given on the 12th of June 1848, and the Committee will be still more astonished when I tell them the terms upon which the Baron will give possession, with the lands perfectly cultivated and sown with the usual crops, together with 20 horses, 40 cows, and all the agricultural implements used by the Baron in the tillage of the farm, free of any charge to the incoming tenant for payment of those animals, seeding, tillages, and implements.

1681. *Chairman.*] Are you to be understood to be of opinion, with the extensive knowledge you have of farming all over England, that, looking at the probability of a considerable fall in the price of agricultural produce, tenants will have great difficulty in holding their own, unless they have some security given them for the outlay of their money in the improvements of their land?—I think that if the tenant farmers do not receive remuneration for the employment of their skill and capital, either by remunerative prices or by increased produce meeting the diminished price, the farmers will not carry on permanent improvements.

1682. And you think that if there should be any considerable fall in price, that many farmers, who for want of security are not able to make such an outlay as you and other spirited farmers make, will be in considerable danger of not being able to carry on their farms at all?—There is no question about it; and I must state that I much question whether the increased produce will meet the diminished price, because you cannot have a largely increased produce without a very considerably increased expense, and if the prices are diminished considerably, even then I do not think we should get repaid.

1683. You feel certain, at all events, that they will be in great difficulties without the additional security for the outlay?—I think if the prices should be diminished considerably by the operation of the measure that I have alluded to, no farmers would carry on permanent improvements unless you gave them other securities than they now possess, where they have not a lease.

1684. Mr. *Henley.*] You have adverted to a paper from a land agent or some person of that description, with regard to a foreign farm offering a very advantageous bargain; do you know whether anybody has accepted it?—I had the offer the other day, and I have no hesitation in saying that if any of my sons were of age sufficient to take it I should have no objection to put one of them there.

1685. Have you made any further inquiries as to the locality of that farm?—I have referred to the map of Europe; I find the situation is near Riga, and when shipped at Riga the farmer there has the same advantage as he would have if he lived on the coast of Essex; the markets of England are open to him as well as to me; the only difference would be in the difference of the expense of transit.

1686. Have you satisfied yourself upon that point?—I do not know that I can exactly state that to the Committee now, because I do not contemplate hiring it. I have 2,000 acres in my occupation now. I have got quite enough without it, but if I had a son old enough to have gone abroad, I should have sent him.

1687. Are you aware of the proportion of the annual value of the produce of the farm which is ordinarily taken in the shape of rent in that country by the landlords?—This is a fixed rent.

1688. You are asked whether you know the ordinary proportion of the value of the produce of the land that is taken by the landowners in that neighbourhood?—You mean the price of the corn product.

1689. The

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1689. The question means this: if the gross produce of the farm is 1,000 *l.*, what portion of that does the landlord get in the country?—About one-fourth, according to this statement.

1690. Do you suppose that the produce of 1,800 acres of land in that county would be only about 1,000?—It is not all arable.

1691. Can you describe what proportion of the value of the gross produce of that land, be it in corn or meat, that you suppose the landlords in that country are wont to take from their tenants?—You are now speaking of the produce in its present state, not what I should make it produce if I occupied it.

1692. The question refers to the produce of the farms there?—Does the question mean the produce of the farm in its present state of cultivation?

1693. The question refers to farms generally?—I know nothing of them, except from this document.

1694. You have no knowledge of that kind?—Not the least.

1695. Have you considered that which is printed on that paper, without further inquiry, to be enough to warrant you, as a man of business, to embark your capital in such an undertaking?—Yes, after having had an interview with my friend who has the letting of that property.

1696. You would want further particulars?—I should not be so ignorant or so foolish as to engage without.

1697. The cost of transit, for instance, of your produce to market would be a material element in the value of it?—That would depend upon circumstances; if I increased the produce it would be only so much per quarter. I think the freight from Riga is very little; I should be within bounds if I said 4 *s.* a quarter.

1698. But confine yourself to the narrower question of the expense of the transit of the produce to Riga?—This is near the port of Riga.

1699. What do you mean by "near"?—You have the same information for the consideration of that as I have.

1700. "Near" is a relative term; a land-agent might call 50 miles near?—Say it is 50 miles.

1701. And if there was no road there, what would be the expense of hauling a quarter of wheat to Riga?—The same as 50 miles in England; both have the same advantage.

1702. In England we have roads?—So they may have there.

1703. Have you ascertained the fact?—I should not know how to remove it without a road.

1704. In foreign countries (those who are conversant with them say) produce is drawn 50 miles over what we should call no road at all, that is, over open lands; what, in your estimation, supposing that to be so, that it would have to be hauled over those 50 miles, would be the cost of hauling a quarter of wheat that distance?—That I am sure I should not be able to answer; there can be no doubt that this Committee are well aware of what is going on on the continent of Europe, as to the improvements and mode of transit of goods; there are railroads forming in every direction, and they would greatly facilitate the communication.

1705. Do you or do you not know the proportion of the produce generally taken by the landlords on that part of the continent of Europe?—No; but when I know I have an offer of 1,836 acres of land, part mixed soil and part heavy land, under 2 *s.* 6 *d.* an acre, I am satisfied that English capital and skill in such an undertaking would pay almost 10 times the amount of interest as upon capital employed in England, as they have just the same advantage of the market.

1706. Without reference to the distance you may have to haul your produce to Riga?—Not without that.

1707. If you know nothing about it, how came you to the conclusion?—I know nothing but that that farm is offered; I do not know that it may not have a road passing through it.

1708. Without inquiring, you would not embark in it?—I should be a fool if I did.

1709. As far as that paper is concerned then, we cannot draw any correct conclusion upon the comparative position of a Riga farm and an English one?—As to the rent of the land, you can.

1710. Does not the difference of rent depend upon the situation?—The only difference is in the transit of the article from Riga.

1711. You have to get it to Riga first?—Yes; being near to Riga, I do not take it to be more than a very little distance from Riga; if it was 50 miles only from a large town like Riga, from which considerable exportations of corn are made to this country, I do not suppose for a moment but that there are good roads there.

1712. Do you know how the corn exported from Riga to this country finds its way there?—I should say within the distance of 50 miles there would be good roads.

1713. And if there were not 50 miles of road, what then?—There would be the increased expense of transit to Riga.

1714. You have stated that you think a remunerating price or an increased produce necessary to induce farmers to go on in their present improved state of cultivation?—To induce them to carry out a better one, in some cases, I should hope.

1715. Speaking of your own improved state of cultivation, you think it necessary?—Yes.

1716. And you have also stated that you thought even with an un-remunerating price you could go on with an increased produce?—I much question that myself.

1717. Then a heavy outlay upon a farm, in the face of the existing difficulties that we are now under by an alteration of the law, is in some degree speculative?—There is no question about that; and it becomes more speculative if you give no security to the tenant.

1718. Whether the tenant is going to occupy the land himself, or to pass it into the hands of anyone else, the return of that capital is in some degree speculative?—It must be so.

1719. That being so, do you think it right that the party making the outlay should have the power to make it at the expense of another person, the expense of his successor?—Yes, for this reason: I would myself, to-morrow, as I stated, rather pay for all the unexhausted improvements of a highly cultivated farm, than take one in an exhausted state of cultivation.

1720. Those are extreme cases?—They would be extreme cases.

1721. Do you think that if the price of corn was to fall to an extremely low price, so as to make it clear that no increase of produce could cover the expense by the great outlay of capital, it would be just to call upon the successor by law to pay for that outlay?—I think it would be right for the interest of the country generally; if not, you would see the labourers of this country not employed and the country in a very dreadful state, in my opinion.

1722. How long do you think it could go on if persons should be allowed, or to what extent should it be allowed that they should expend capital not remunerative, at the expense of other parties than themselves?—It would not be at the expense of other parties, because other parties would have value received under the circumstances in which the valuation of those improvements took place.

1723. If your evidence has been understood, you have stated that no profit is obtained upon the fattening of bullocks?—No doubt about that; I have derived none.

1724. You say a loss of two pounds a head is sustained by the creation of meat by that means?—I am so confident of that that I would give any gentleman 400 *l.* or 500 *l.* a year to feed beasts upon my farm.

1725. You look for your remuneration in the increased quantity of corn that you hope to obtain in the succeeding year or years?—Exactly so.

1726. That remuneration would of course depend upon the price of corn?—No question of it.

1727. If the price of corn fell below a certain amount there would be no remuneration?—Certainly not.

1728. Then do you consider that a man should be enabled to carry on a speculation of that kind, and then call upon the successor to pay the money, when it was clear that it was a dead loss when those improvements were made?—All that will be taken into consideration.

1729. Is the value then to be ascertained by the amount of capital expended, or by the amount of the value to the succeeding tenant?—Do you mean for me to point out a plan on which I should propose the tenant-right?

1730. The Committee wish to know your opinion; supposing yourself or any other person has laid out 1,000 *l.* in feeding bullocks, and from a fall in the price of corn, it is clear that the increased produce of the farm will not repay it, in your

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your judgment would the valuer consider the 1,000 *l.* you have laid out on the value of the improvements to the incoming tenant?—Speaking of my own case, I should protect myself before the expiration of my lease.

1731. Taking the general view of the case, what is your opinion if you or any other person had laid out 1,000 *l.* in feeding bullocks in the last year of the tenancy, and that from a fall in the price of the corn, it was perfectly clear that the outlay could not be recovered; I want to know what is your opinion as to whether the valuer should assess the incoming tenant to the amount of the 1,000 *l.* which had been laid out, or that he should assess it upon the principle of gain to him?—I should suppose they would assess it upon the principle of what portion of that was unexhausted up to the period of the incoming tenant coming in.

1732. Even if the speculation was an unsuccessful one, and a clear loss to the occupier of the land?—You could not prevent it; that sort of thing must arise; I am of opinion, and I cannot help stating it, that such cases may arise, I think, by throwing open the trade of England to foreign ports.

1733. You are to be understood to say broadly that such cases may arise?—Yes, I am fearful of it, but nevertheless I do not fall back in the cultivation myself. I look at it as my own speculation, and immediately such becomes the result, I can of course protect myself by some future engagement with my landlord; I must go on with it for a time. It is impossible for a British farmer to compete with the foreigner unless the land is cultivated to the highest pitch.

1734. Do you know anything of the cultivation of Belgium?—No.

1735. You have stated that with respect to sheep, there is not so much loss as upon bullocks?—No.

1736. Have you any loss at all in feeding sheep in the manner you have described?—No, I do not think I am a loser.

1737. Do you think you gain?—Yes, I should say so in some years; this year I shall, with the high price of mutton.

1738. On the average of years, do you gain or lose in the amount of capital expended in that way?—On an average of years I am a gainer by feeding sheep.

1739. There would not be so heavy a claim for capital expended in that way, as for capital expended in feeding bullocks?—No.

1740. You have stated that there is a vast increase of meat by this mode of husbandry; you have stated that you fat 2,000 sheep?—Yes.

1741. What proportion of increase of meat do you consider it amounts to, being a sheep feeder; in what state do you buy your 2,000 sheep?—In poor stock condition sometimes, and sometimes in a half-fed state.

1742. Upon the 2,000 sheep what weight of meat do you suppose you create?—Some I buy with nothing but the frame to build upon, and I procure some half fed; you might take them at one-third.

1743. You increase them one-third?—Yes, I should say so; it would be like an increase of 600 or 700 sheep by the fatting.

1744. Is the agricultural state of Cambridgeshire generally good; is it in a high state of cultivation, speaking generally?—I should say there is a large portion; the major portion of the light land is as high cultivated as most land.

1745. And the principal part you have stated is held upon lease?—Yes, upon lease. A portion of the heavy land district is also well cultivated; a large portion of the heavy land district in the neighbourhood of Huntingdonshire abutting upon Hertfordshire and Bedfordshire is very badly cultivated.

1746. Is there any difficulty in the tenant by lease securing such a tenant-right as he thinks just, according to the systems he farms on?—I have never known a case of that kind.

1747. Is there any difficulty in a tenant with a fee simple landlord being able to take a lease and the landlord to give a lease securing to the tenant such a tenant-right as they mutually agree to be just; are you aware of any difficulty existing to prevent that being done?—I know that landlords will not sometimes give them.

1748. Supposing they were willing to give them?—Then there would be no difficulty, the lease would be secure; I contend that the lease is a good security to a certain extent, but in taking a lease without the security of the tenant-right, the tenant must protect himself before the expiration of the lease by removal, or by reducing the cultivation of the land to a certain extent.

1749. Is there any reason, in your opinion, why a clause to that effect introducing such tenant-right as you might think just could not be introduced into the lease?—The same difficulty would then exist as now.

1750. Can you point out the difficulty?—I do not know of its existence myself, but where people have leases that security is required.

1751. Do you know any reason, if a landlord agrees to a clause in the lease that the tenant shall be paid a certain proportion for the oil-cake he may have fed off, or a certain proportion of the drainage he may have done, why that clause may not be inserted; do you know any greater advantage that the tenant would derive from the legal protection you speak of, than he could derive from an arrangement to that effect with his landlord?—That answer would come better from the landowners, who would state the reasons why they do not give them now, which is the case. The owner of the land would be the party to give that answer. I am not in that fortunate situation; I am in the more unfortunate position of an occupier of land.

1752. Do you know of any benefit that the tenant would derive from the one more than he would from the other, provided the landlord would give it?—I do not quite understand the question.

1753. Supposing the landlord was enabled to give the tenant a lease, securing to him, according to the county in which he lived, such tenant-right as the parties considered just, would not that answer the tenant's purpose as well as a legislative enactment?—All I should require would be, if the landlord would give me a lease, and secure me for all my really unexhausted improvements at the end of that time, that is all I should require; I should prefer that to a yearly tenure under tenant-right.

1754. Are you aware of the custom of other counties besides Cambridgeshire, as to the practice of tenant-right?—No, I am not. I only speak of that I know.

1755. The customs in different parts of England being very various, can you suggest to the Committee how they can frame a law that should meet all the customs?—I should suppose the law would supersede the customs, and become the established law of the land; that is one reason why it should be a law.

1756. You were asked this question; having one custom in Lincolnshire, having another custom in Cambridgeshire, and having no custom at all in another county, can you suggest to the Committee how they could form a law to meet such conflicting circumstances?—All you want then would be to form a law by which the tenant was secured the employment of his capital by paying him for all unexhausted improvements, and that would supersede all customs.

1757. Can you tell the Committee how that law is to be framed?—That you may have from other witnesses; I myself do not feel competent to give that.

1758. You cannot suggest anything to the Committee?—Do you mean what plan I should advise; the mode of the plan?

1759. You have turned your attention to it; the Committee wish to know whether you can advise them upon it?—Not to that extent.

1760. Could you suggest any plan that would meet the state of all England, and not Cambridgeshire alone; we cannot make a law for Cambridgeshire?—No, that is what I mean; that is why I think the Legislature ought to make some law, instead of having no custom there and no custom here, a little protection here, and less elsewhere; that is the reason why a law should be made to give us some general security.

1761. You have stated that the landlord and tenant can do that if they please?—No question of it, but they do not do so.

1762. You have stated that Cambridgeshire is in a high state of cultivation?—Part of it is.

1763. Is that held under lease?—That is held under lease.

1764. Which in number perhaps have been very great in Cambridgeshire?—Yes, I believe they are.

1765. Under those circumstances the tenants have improved the land without any further protection than they have now?—So they have, and so I have; but if I were not living under such parties as I have the good luck to live under, and who always meet me in the most handsome manner in the renewal of the leases, I should be compelled to do an injury to the landlord and the labourer, by reducing my operations and expenses to prepare myself for that fresh engagement; therefore it would be best to have a general system by which that protection might be given.

1766. Is there any difficulty in any tenant going to the landlord three or four years before the expiration of his lease and asking for a renewal?—No; where the landlords do not meet the tenants, as I have said, there is a depreciation of the annual production of the country, and consequently there is less production of food for the people.

1767. If a tenant were to go to the landlord (admitting that his farm is cultivated in this spirited manner), and were to say, "If you renew your lease I can continue the same cultivation, but if you do not renew it, I shall be forced to lessen that cultivation; what inducement would the landlord have not to renew the lease?—He might not have any objection; I have done so on one farm of 1,000 acres; I have got it on a lease of 16 years; I thought I would protect myself with an agreement originally, as to renewal of the lease, and I have got it for 16 years, terminable on my part at the expiration of the first eight, and not so on the part of my landlord; that gives me the opportunity I require of a renewal.

1768. Then you have a lease with the power of determining it yourself, without the power of your landlord determining it?—Yes, exactly so.

1769. In your opinion are leases necessary as well as tenant-right?—If I were a landowner I would rather give my tenants 16 years' leases, renewable at the expiration of 12 years, and also binding myself or the incoming tenant to pay for unexhausted improvements. I would rather do that as a landlord, or as a tenant, than have tenant-right with yearly tenure, because, by so doing, you give to the tenant an interest in the property and an interest in the parish, and you give him an interest in improving the moral condition of the people; he has that interest in the people that a yearly tenant would not have; a man fixing himself in a parish would feel as I have felt it my duty and interest, to employ all the unemployed labourers in that parish; we have not any unemployed people there, and I have felt it my interest to improve the moral condition of the people, but that would not have been the case with a yearly tenure. It is therefore necessary to grant leases.

1770. But you would have had to maintain them if you had not employed them?—Yes, but look at the state of men when they are employed. When you look at the state of Europe at the present moment, you cannot have a more striking proof of the necessity of bringing about a well-educated, religious and moral, and well-employed peasantry, because upon that everything affecting the institutions of this country are based. When we look to Europe at the present moment we see that we can have no better security than having a well-employed population, and by giving of 16 year leases we should get that.

1771. You have stated that the tendency of leases now is to induce the tenant to run out the land in the last three or four years of the lease?—It is the natural consequence, unless a man be secured by a renewal of his lease.

1772. Taking a farm out of condition, which has been taken at a very low rent in consequence, with the exception of its being improved, how would it bear upon the right of the tenant to be paid for the outlay at the termination, provided he has run the farm out?—I do not comprehend you.

1773. Supposing a farm out of condition to be taken at a very low rent, upon the expectation that the tenant is to cultivate it on a good system of husbandry; according to your statement the tenant would be justified at the end of the term in running out that farm, and leaving it to the landlord in a condition no better than that in which he took it at first?—No; a man who takes a farm in a completely exhausted state of cultivation would not bring it down so low as that; but for his own security, in the absence of other security, he would reduce it to a certain extent.

1774. Then you were misunderstood to say that you thought that would be rendered in the same state?—I was not speaking of lands in a completely exhausted state, but only in a certain state of exhaustion.

1775. You have spoken of the drainage of a part of Cambridgeshire?—Yes.

1776. Is that, generally speaking, ancient drainage?—An ancient system of drainage, not very ancient in its durability.

1777. In point of fact, drainage was in practice there before the greatly increased drainage which has taken place of late years?—No, I think not: I think Cambridgeshire has not been an ancient drained land.

1778. Not that which joins Essex?—That joining Essex and Suffolk; I believe with regard to that, that the system of drainage has been better carried out; on the other side, the heavy land district, that is, on the other side of the county, it is evident that it has not been drained many years; all is there upon the high back system; that was the plan with our forefathers; they took the land from the water, instead of the water from the land.

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1779. Your former answer as to the badly drained parts, where the drainage is badly done, did not apply to that part bordering upon Essex?—No.

1780. You have stated, in your opinion, that the produce of the lands, if they were generally better cultivated, would be nearly double; do you adhere to that answer, or do you wish to qualify it?—Speaking of the present state of Cambridgeshire?

1781. No; you stated that in answer to a question put by the Chairman?—I was speaking of a district of land I saw badly cultivated.

1782. It was a general answer; do you think that the produce could be doubled?—Alluding to that badly cultivated land I had seen in my journey, I adhere to that opinion; it might be doubled.

1783. Do you think that that is a very considerable extent of land, or to what extent do you apply your answer?—I could not answer that unless I were to take a more particular survey.

1784. Your answer was very general upon that point; do you know anything about the produce per acre; you referred specifically to the part going towards Lancashire; do you know the produce per acre there?—No, I could not state that; I only judge as a man passing through the land, and seeing the appearance of the land, and the state of cultivation it is in; I should think it is very much below the average produce of the kingdom, but if improved I consider it might be doubled.

1785. Mr. *T. Egerton.*] What do you consider the average of the kingdom per acre?—The averages have been differently taken; I think they are taken by Vancom at 18, and by Young, I think, at 20 or 22 bushels per acre.

1786. What would you consider the produce of that land, according to your system of cultivation?—That would depend upon whether it was heavy or light land.

1787. That land near Liverpool you spoke of as being in a bad state, what ought that land to carry; how many bushels an acre?—If it produces 12 bushels an acre, it might be made to produce 24 bushels easily.

1788. Are you aware at the present moment what the average of that part is?—No, I cannot say; I was only passing through.

1789. Mr. *Henley.*] It was a bird's-eye view from a railroad carriage?—I have generally adopted, for the purpose of viewing the country, the plan of riding outside of the carriage with the guard, or of posting; we have generally made a party and posted.

1790. Do you think, in posting or riding, either inside or outside of a railroad carriage, you could form such a judgment as would enable you to come to a sound conclusion upon the fact that the produce might be doubled?—I think that my answer proves that I could not come to any correct conclusion; but I stated that it might come to that.

1791. At the utmost, then, what it would prove would be this, that a well-cultivated farm will produce a great deal more than a badly cultivated one?—Yes, no doubt about it.

1792. What quantity of sheep do you keep in the summer, keeping 2,000 in the winter?—It would depend entirely upon circumstances, according to feed; when my fatting and grazing stock are reduced, I have, comparatively speaking, only a small portion; I may perhaps begin to buy my stock for fatting in a month's time. When I speak of the full amount, that is the height of winter, when the whole stock is on the turnip land; when I speak of the time when my flocks are reduced, they will not be more, perhaps, than 800 or 900 sheep.

1793. Do you use artificial food through the summer?—Yes, all except the ewe flock; I never sell a lean animal off the farm.

1794. You go on with the artificial food during the summer?—Yes, except the breeding stock.

1795. Can you give the Committee any approximate opinion as to the price per pound for meat to enable you to go on with that spirited mode of husbandry?—With the present price I should be perfectly satisfied.

1796. Would 6 *d.* enable you to do it?—No.

1797. Could you do it under 6 *d.*?—I must do it if I occupied the land. I could not produce anything if I did not pursue that improved system on the light land I occupy.

1798. Mr. *Newdegate.*] In speaking of leases, you have said that in the concluding period of the lease, unless the tenant had a prospect of renewal, he must, to a great degree, exhaust the land?—He would.

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1799. If in the yearly agreement there were inserted clauses to give compensation for improvements, would the tenant then have as good a security for the capital he has expended as under a clause of a lease for the same purpose?—I would not myself, under any circumstances, occupy under any man in England by yearly tenure.

1800. Will you state your reasons?—I would not, under any circumstances, put myself in a position to be liable to be removed from a place where I was settled down by holding under a yearly tenancy.

1801. Are you aware that it is the habit to hold some of the best cultivated farms in England by the year?—I am not aware of it, but I have no doubt that a considerable tract of country is held by yearly tenure.

1802. Are you aware that that is the general system in Lincolnshire?—Yearly tenure?

1803. Yes?—And compensation?

1804. I do not say that?—I believe that there is a general system of compensation or security given to the tenant of Lincolnshire. I do not know it of my own knowledge; I feel confident that the lands in Lincolnshire would not be cultivated in a high manner if the tenants held only by yearly tenure? there must be security given to the tenant.

1805. That is not an answer to the question; do you know whether in those districts they hold under yearly tenure?—I know nothing about Lincolnshire, except from general information.

1806. Then the Committee are to gather from your answer that you think a lease essential to good husbandry?—Leases, in my opinion, and security as well to the tenant for unexhausted improvements, are necessary to have the land of this country carried out to the full extent of cultivation.

1807. Then you desire not only the leases as they exist, but some compensation to be guaranteed by law?—It would be better if the unexhausted improvements were guaranteed at the expiration of the lease.

1808. You are speaking of districts where there is no compensation under custom?—Yes.

1809. A great part of your evidence has gone upon the presumption that Parliament should legislate for the general advantage of the community?—Unquestionably.

1810. Separating from that part of your evidence the question which relates to justice to the tenants, do you conceive that many tenants suffer injustice under the present system?—Not knowing the circumstances, I could not state that. I know of none in my own neighbourhood.

1811. Then in your own neighbourhood the character and the interest of the landlord have hitherto served as a certain guarantee?—I know of no case of injustice arising in my own neighbourhood.

1812. Then the object which you chiefly contemplate in advocating some law to give the tenants additional security for their capital is chiefly with a view to the national advantage?—The national advantage, and the advantage of the landlord too. The landlord would not be called upon for a reduction of the rent, unless under very pressing circumstances, so that prices became very much lower.

1813. Would you have any such law generally to over-ride contracts between landlord and tenant?—It would be of no use having a law of that kind unless it did give to the tenant that security which he seeks for.

1814. Notwithstanding any agreement that might exist between him and his landlord?—If the landlord had the power of saying, in all cases, "I will not give compensation," it would be of no use legislating upon it. If the landlord is to supersede the Act of Parliament passed for that purpose, this inquiry and the result of it would be useless.

1815. Are you aware that the agreements between landlords and tenants are in many cases undefined, and in some cases not even written?—I do not know that; they must be written, surely.

1816. Are you aware that a great deal of land is held in this country without any written agreement?—Not that I know of.

1817. Would not it be an advantage to render the agreements for holding land more specific than they are, including specific clauses for compensation to the tenants for improvements, and compensation to the landlord for dilapidations?—I would not award a security to the tenant unless he was obliged to give the landlord some security; I would make the tenant liable for dilapidations, the same as I would make the landlord responsible to the tenant for improvements.

1818. Might not those objects both be secured by written agreement between landlord and tenant?—That it might be done there is no question, but as to whether it will be done, I think the general feeling of the country is, that it is not likely to be done without legislative enactment.

1819. Why then do tenants take farms?—Tenants must employ their capital; they are brought up to farming, and they do go on; but they do not go on in the manner they should go on where they have merely a yearly tenure; they do farm, that is, they occupy, but they do not cultivate.

1819*. Is it your opinion that the agriculture of this country has improved of late years?—No question about it.

1820. Notwithstanding the disadvantages you say have existed?—Thanks to the operation of our agricultural societies, it has improved.

1821. And notwithstanding the disadvantage which at present you think is connected with the tenure of land?—In all parts where those improvements are carried on to the full extent, it is where the security is given.

1822. By custom?—By leases or by custom.

1823. And you think that leases would not be sufficient without custom?—I think it would prevent the necessity of the tenant exhausting the soil before the renewal of his lease.

1824. In any law that should operate between landlord and tenant, do you not think it would be necessary to give the landlord more immediate means of recovering losses by dilapidations or bad cultivation than at present?—I think the landlord should have the power necessary; I would say give the landlord all the power for that that is necessary. We desire that every tenant creating dilapidations should be made to pay for them, and I would give the best means of accomplishing that.

1825. Then the Committee are to understand from your evidence, that you desire to have those means to facilitate the security of capital expended in the improvements by the tenant, and are willing that the same means shall apply to the recovery of the compensation for the dilapidations by the landlord when such dilapidations shall have accrued under tenantry?—Yes, unquestionably.

1826. The Earl of *Arundel and Surrey.*] You have stated that the English farmer could not compete with the foreign farmer, on account of the lower rent of land and the lower value of the produce, and you have given but one instance to prove that, which you read from a paper; that was an advertisement, was not it?—It was from a friend of mine who has the letting of this property.

1827. It is an advertisement?—No, it is not an advertisement; it is a paper sent to me.

1828. Have you any reason to believe that that farm is a fair average of the farms of that neighbourhood?—It is impossible for me to answer that; I have stated I had the offer of that farm.

1829. That might be a farm shut in by hills, or under water a great part of the year, and affected by many other things that might make it ineligible?—Nevertheless the Committee will be aware that the average price of wheat sent from Dantzic was for some time 21 *s.* a quarter.

1830. But you produce a general instance in support of a particular assertion?—I produce it to show the difficulties the farmers have to contend against.

1831. Then will you inform the Committee whether that one instance you produce is a fair average of the whole?—No; I can only say I suppose it might be so.

1832. Mr. *T. Egerton.*] With respect to various improvements, such as drainage, pulling down hedges, or dressing land, would you propose that those should be done with or without the consent of the landlord?—I should not allow pulling down hedges without the consent of the landlord.

1833. How as to the drainage?—I would not take a farm if I were not allowed to drain it without asking the landlord; towards the expiration of the tenancy I think it necessary; you ought not to go on the last three or four years without the landlord having some power over the money he or the incoming tenant would have to pay.

1834. Should then the landlord or incoming tenant be liable for any expense for drainage done without the consent of the landlord?—Yes, but if done within a certain time of his quitting, then the landlord ought to have some control over the manner in which the money is expended; the agreement would carry that.

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1835. Without an agreement in a case of yearly tenancy, how would it be then?—I do not know that there would be any objection to it; I myself have no objection to let the landlord have the direction of it, but I do not see that the tenant should be deprived of his right.

1836. You were understood by the Committee to say in the course of your observations that a great part of the land you had lately entered upon had been badly drained?—I am only occupying a certain extent of that land; one-twentieth only of what I occupy is heavy land.

1837. Some of the land you have entered upon is badly drained?—Yes, the first farm, the farm I took in Cambridgeshire is very little drained.

1838. Would it be fair upon you as incoming tenant to be made liable for the expenses of drainage badly done?—I should be glad to pay for the unexhausted improvement.

1839. If it had been badly done; because you were understood to say it had been drained on a bad system?—Even taking that case of mine, it would have been much better for me to have hired that farm all well drained, and to have paid for the unexhausted portion of the drainage, than to have taken it as I did.

1840. The answer you gave before was understood to be, that part of this land was badly drained. Do you think it would have been fair upon you as the incoming tenant to have paid for the expenses of drainage which had been badly done?—I think men in these times would not have anything badly done in the shape of drainage; their own interests would induce them to have it well done.

1841. Taking your own case, you stated that you entered upon the farm when the drainage was badly done, the question is, whether you do or do not think it fair upon the incoming tenant to pay for the expenses of drainage done by the previous occupant, and conducted on a bad system?—In that case any one who valued it for the compensation would see the way in which it was done, and value it accordingly.

1842. You were understood to say that you considered that the incoming tenant was liable to the expenses that had been laid out in drainage?—I say unexhausted improvements, and no man would contend that bad drainage was an unexhausted improvement.

1843. Then your answer is to be understood to apply to improvements as to the increased value of the land, and not as to the cost of the outlay that had been made upon the land?—That would bear a proportion to the expense, of course.

1844. Mr. *Henley.*] You have stated that in your opinion a law ought to be made to over-ride private agreements?—Exactly so.

1845. Do you extend that to land?—Yes.

1846. It is a great principle, you say, because you state that in your opinion the law ought to be made to over-ride private conditions of agreement?—I think it was as to custom.

1847. As to both agreement and custom, the answer was; do you think that it would be better for the tenant and the landlord to agree, or to have a law made that should over-ride the agreements that they have made?—If you do not have a law to over-ride those agreements, it is not of any use.

1848. That being so, would you extend that principle to settling the rent between the landlord and the tenant, as well as the condition of holding between the landlord and the tenant?—Certainly not.

1849. Sir *J. Trollope.*] Do you hold under a lease?—Yes, I do.

1850. Has that lease any conditions attached to it as to the mode of cultivation?—Yes, it has conditions attached to it.

1851. Then could you, under those circumstances, having conditions attached to your lease, farm upon a worse principle for the remainder of the lease?—No. I could not cross-crop that land; but I could cease that expenditure of 100 *l.* a week for artificial food, and 600 *l.* a year for bone-dust, and 200 *l.* or 300 *l.* a year for guano, and the same for rape-cake. All those expenses I should stop.

1852. You say it would be the preferable mode of renewing leases, that they should be renewed four years before the expiration of the lease?—Yes, I think it would be better for both parties.

1853. Are you aware that a large portion of the lands of England are in strict entail or settlement?—It may be so.

1854. Would the law allow a tenant for life to make a prospective lease four years before the lease expire, when his own life might expire before that period of time?—I think you could only give compensation for tenant-right, you cannot interfere with the time for which the land might be let.

1855. A tenant for life cannot fix his successor by his requirements?—Then it becomes more necessary to pass a law for the purpose.

1856. Then that would over-ride all settlements and entails, and in fact override the law of property?—You would give a great benefit to the country.

1857. Do you think that would be beneficial?—Yes.

1858. Do you know that a tenant for life could not grant a lease four years prospectively?—Not longer than for his life, I suppose.

1859. Therefore, if his life dropped before the end of that four years the lease would be void?—Yes.

1860. That would place another difficulty in your way?—Yes.

1861. Are all the leases in Cambridgeshire of a similar nature?—I only speak to my own.

1862. Do you ever act as a valuer?—No.

1863. When you enter upon a farm under lease, what is the valuation between you, the incoming tenant, and the outgoing tenant?—It would be for the tillage of the land, for the unconsumed hay on the farm, taking it at the consuming price, and generally we have a right to consume the last year's crop of straw on the premises; that is generally taken by the incoming tenant for the expense of thrashing the corn, and taking it to market.

1864. Are yours all Michaelmas holdings?—Yes, in my neighbourhood.

1865. There is no away-going crop?—There is no away-going crop.

1866. Have you inclosed your land?—It was inclosed before I went on it; it was not done at my expense.

1867. Do you know as a fact that any English tenants have gone to reside in that country you have spoken of?—No.

1868. None have been tempted to go from England to the climate of Russia from the lower amount of the rents?—No.

1869. You are aware of the nature of the climate of that country?—I think a portion of that climate is equal with that of England.

1870. You have not gone there, and do not intend to go?—No.

1871. *Chairman.*] You have stated in answer to a question, that there is no difficulty in a tenant making an agreement for tenant-right for improvements, with the fee-simple landlord?—Of course not.

1872. Are you aware whether there is any large proportion of the country held by fee-simple landlords?—Where the fee simple is in the entire possession and control of the owner, it is only in the small properties in this country, not the large settled estates.

1873. Is not it also unfortunately not unusual in those small properties that there are mortgages upon them?—I should say in many cases that may be so.

1874. Do you know in that case whether the landlord can make those agreements without the consent of the mortgagee?—I am not aware; if it should be so, it would be more necessary to have the law I have spoken of.

Mr. *William Bennett*, called in; and Examined.

Mr. *W. Bennett.*

1875. *Chairman.*] You are a Land Agent and Land Valuer in the county of Bedford?—I do a little in that way, no very great deal as a land agent; I value pretty much.

1876. You do a great deal of valuation between outgoing and incoming tenants?—Yes.

1877. And you are also an occupier of land?—Yes.

1878. To what extent?—Between 300 and 400 acres only.

1879. How long have you occupied that land?—About 16 years.

1880. In what state was it when you took to it?—It is naturally a weak chalk soil, and was then very poor.

1881. You have improved that since you have had it?—Yes, very much, I think; so my neighbours tell me.

1882. In what way have you improved it?—Principally by artificial dressings for turnips and wheat, and high feeding stock.

1883. Have you increased the quantity of stock upon it?—Very much. I spend as much money yearly for artificial dressings as I pay the Duke of Bedford for

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for rent, in fact rather more; my outgoings for dressings will exceed my rent, one year with another.

1884. When you speak of dressings, do you include the cake purchased for the food of cattle?—No, I include only the interest which I conceive the farm has in that cake and corn; that is, I take it at one-third of cost. I question much whether we do get two-thirds of the corn and cake in the increased value of the cattle that eat it. Mr. Hudson, of Norfolk, takes it at one half, and one-half he puts upon the improvement of the land, but we should, I think, get in the meat rather more than one-half.

1885. You mean Mr. Hudson, a large farmer in that district?—Yes; he is an excellent authority, and may be right; but I wish to be quite within compass.

1886. Do you give cake to sheep?—Yes, sometimes.

1887. Do you think that giving cake to sheep pays you or not?—There is always one difficulty about giving cake to sheep, that is, the weather very materially affects it in the open districts; you can hardly be safe against the wind and rain, and you get a great deal of cake spoiled by the weather in giving it to the sheep. I have followed more the practice of giving corn to sheep.

1888. That is, you give them hay and a certain portion of corn?—Yes, but I much want to get some malt, more than anything else, to give them; if it was not for the abominable duty upon it, which I think it is about time we had done with now, in these free trade times.

1888*. What amount of cattle do you keep upon your farm?—On the 350 acres of land I keep about 500 sheep, about 250 fatting sheep, and the same number of ewes.

1889. Have you any custom of tenant-right for reimbursing the tenants for improvements upon all farms in Bedfordshire?—No; there is no custom that would enable them to claim compensation for artificial dressings or drainage, or anything of that kind, now allowed by law, that I know of; I am not aware of any that have received any compensation in that form.

1890. As a valuer between outgoing and incoming tenants, do you approve of it?—No; if there are any arrangements made between the parties that the outgoing tenant was to receive, or the landlord was bound to pay, we should value it; but in the absence of that, if a tenant was leaving, and was to say, "Why, I have done so and so, I have drained that field two or three years ago, and I have done this and that thing," without anything in his lease to give him that compensation, I should say there is no law to enable a valuer to award it, nothing more than for the acts of husbandry on his fallows.

1891. Mr. *Newdegate.*] Would you assign compensation for the tillages and drainage under the custom of the country?—No, for tillage only: there is no custom of the country that would warrant it; and the party for whom I was employed would very properly object to such valuation; the custom would not carry it.

1892. *Chairman.*] Are you of opinion that the want of this tenant-right acts hardly by the outgoing tenant?—Yes; I know many instances in which that has been the case, and some which have occurred within not a great distance from me latterly. It will not be proper for me to mention any names; we do not want to appear to be invidious. I am prepared with a case if called upon; and several cases I could show, indeed, in which there has been great hardship, from parties being turned adrift without any compensation whatever of that kind. I know a young man in a neighbouring county; he only had his farm for eighteen months; he commenced in a very spirited manner on that farm; he commenced by buying London manure, and he used rape-cake for his turnips the first year; he sold no straw or hay all the time he was there, though in that part of the country it is allowed upon bringing back certain dressings, but he sold none. He spent about 300*l.* in oil-cake the last winter he was there for sheep and beasts, and did not know till about the 23d of March but what he was going on as heretofore. After eating all that cake by his sheep and beasts in the yard, making the manure, he was called upon at six months' notice to quit the farm; I know that to be the fact, and I am prepared anywhere to prove it.

1893. Are you of opinion that the tenant you have spoken of was a considerable loser in consequence?—I am sure he was a loser; and going upon the principle that Mr. Hudson admits, he would lose half the cake in the first instance; saying nothing of the artificial dressings on the land; according to my calculation he would lose full one-third of it.

1894. Have you any other cases of a similar nature to state to the Committee?—Yes; I know a case bearing upon the point showing the necessity for legislation, to give security; showing, I think, that the want of it is most detrimental to the public. In a case that occurred where I was called upon to value last August, the farmer died in the harvest, and I was sent for to value for probate duty. In going over the farm, I stated to the son, "You must excuse me, if you mean to continue living on this farm, you must farm better than you do." "Well, sir," said he, "I know we have not farmed in a very thriving state" (the farm was about 700 acres); "you know," he added, "how we are situated, and some allowance may be made for us; this property was put up to tender about three years ago only, and my father, that is deceased, knew perfectly well what was coming on;" it would be put up to tender; and therefore he stated that their only chance of getting the farm again at anything like a reasonable rate, was to have it in such a state that nobody else would take it. That was the observation of the son; "We must have it in such a state that no one will outbid us, and consequently tender for it." My impression is, that that was the only tender there was for the farm; but, he said, "If we were to go to work and improve this farm even now" (the landlord is in France), "we should have no security for it." I do not know how any Member of the Committee would have felt at hearing that, but I felt that I was aground; and I could say no more against that farming: I thought he took a most judicious course; but it is proper to say that that was not in Bedfordshire; I am living upon the borders of the two counties. There are about 8,000 acres upon this estate.

1895. Sir *C. Lemon.*] For what term was that tender?—It was offered upon a seven years' lease, but the tenant afterwards refused to sign any lease, he was in such bad hands; he is now going on from year to year.

1896. Were those cases exceptions to the general rule?—Yes, I should say they were; the general rule is better than that, there is no question about it: there are many landlords in Bedfordshire which are as good as in any part of England, and where there is a tolerable good undertanding between landlord and tenant; they have gone on for several years so, but still there is not that security for the improving tenant that there ought to be. I could give other instances of the injustice of the present system; I might instance the farm on which I was bred and born; my father came up there about 60 years ago out of Leicestershire and took a farm there, and farmed for many years, and during the residence of the landlord the best possible understanding existed. The old baronet used to bring his friends to see my father's stock and his farming, and there was the very best possible understanding between them. It so happened, however, that at the death of the landlord, the next heir to the estate had made himself very poor by electioneering contests; he went and altered the terms directly, and my father was put up in rent. He still struggled on; he drained all the farm; or I ought to have said, he had drained it, and had made it capable of bearing more rent; three hundred acres of it was clay land; he had drained it himself. The rent was raised, but still from those embarrassments the next heir, the grandson, never reached the estate at all. The owner died and the estate was sold. It is true that drainage was not done so expensively or substantially at that time as it has been since, and it required draining a second time; it was drained by my father a second time. The gentleman buying that estate felt justified in ascertaining the full value of the farm, and he sent a stranger over to put a rent upon it, and my father got put up in the rent again; that was the second time and it was raised very considerably too, while farms on the same estate which were not improved did not get the advance of rent. The valuer looked over the estate, but he did not know who had farmed well and who had not, he merely looked to what a person would give for it. My father got a considerable advance of rent then, still he struggled on, and after a while the steward was dismissed, and on a second steward being appointed another stranger came to value again; my younger brother was in the farm now, my father being dead. There was an advance made then, so that at length the farm was double the rent that it was when my father began with it. That I am prepared to prove; and my brother, as the only mode of saving the little wreck of property he had, at length gave notice to quit, finding it no longer practicable to pay such an amazingly advanced rent upon his own improvements.

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And I think I could prove that there are some farms in that very parish which are not more than 10 per cent. above what they were 60 years ago, while our farm had doubled the rental. That, in my judgment, shows that there is something required to protect the improving tenant.

1897. *Chairman.*] Do not some of your large landowners grant leases as a protection to good farming?—Yes; the Duke of Bedford grants leases, and one or two other owners besides; but leases are not at all general. The Duke grants leases varying, I believe, from seven to 20 years; to improving good tenants that he has proper confidence in he grants the longer term.

1898. You still think, as a general rule, that tenant-right in the nature of compensation for improvements is necessary, in addition to a lease?—I think so, to secure progressive improvement, because otherwise it would be unfair. It is more necessary, I should say, to the community than to the tenant, and quite as beneficial to the landlord, to give a tenant-right at the close of the lease, because it prevents the tenant from running out the farm. A man naturally does that more or less (who intends nothing wrong) in self-defence. Unless I had the most thorough confidence, I confess I should cease that heavy expense for artificial dressings, because if a stranger was to come and put a value upon my farm, I should consider I should have to pay an advanced rent upon the improvements I had made upon the farm.

1899. Is a tenant-right at the end of the lease more especially required for the interest of the landlord?—Yes; and the landlord need not be alarmed about such a tenant-right as that. But it could only extend over the last four or five years of the lease, because the lease itself gives a security to the tenant till then; and the landlord would thus have the improvements in the land, and the incoming tenant would be very glad to pay him for the improvements which were made in the latter part of the lease. It would be better to do that than take the farm in an exhausted state.

1900. It would be more expensive to the incoming tenant to take an exhausted farm, and bring it into cultivation, than to pay fair claims for improvements already existing?—Yes; if I was a landlord I would adopt the plan of renewing a lease, before it run out; and I do not mean to say but that the landlord might in some cases be entitled to advance the rent, there is nothing to prevent that; but if he come to terms with the tenant, whether at an advanced rent or not, this would settle all claims for improvements. It may, in fact, be presumed that if a landlord gives his property out of his own hands for a number of years into the hands of a skilful man, he does it with a full understanding that his estate shall be taken care of; and then, in all probability, it would be worth more than it was before, more especially if some of the improvements had been effected by the landlord.

1901. Are you aware whether there is any legal difficulty in the way?—Yes, there has been, and it is about time that that legal difficulty was removed. My impression is, that this bad farming must neeessarily go on in a country not producing enough food for the people, and the labourer not employed, so long as we have a mischievous law of that kind. With regard to the law of entail, I think it is time that was remedied. I contend that if an estate gets value received, it is nonsense to talk about injuring the person coming after. If the tenant farms the estate at all well, how can it be injured by that? I do not see why the Legislature should demur to a person having property of that description, having a power to lease and give compensation; I cannot for the life of me conceive how that could be an injury to an entailed estate. It might be done on the same principle that there has been powers granted by the Legislature to entailed estates in another department; why should not that be the case in regard to this? the future owner would have full value received in the improvements of the estate.

1902. Mr. *Newdegate.*] You say "department," what department do you mean?—I think the Duke of Richmond introduced a Bill, about two years ago, relative to entailed estates; I forget what it applied to now.

1903. *Chairman.*] Was not it for charging land for drainage?—Yes; I believe it was.

1904. What are your views as to tenant's claims for buildings erected by himself?—I think there is very little difficulty about buildings which the tenant erects for himself; that might be very easily got over. If he erected buildings without the consent of the landlord, I think the most he could in those cases claim

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claim would be this, at the end of his term he should be compelled to offer them to the landlord or incoming tenant by valuation, and if they refuse to take them at all, then he ought to have the liberty of taking them away, he not damaging the landlord's property. That is the only common-sense view I think you can take with regard to buildings. It is a very unfair thing that a person may erect a building detached from anything else, for the accommodation of the farm, and not be allowed to remove it when the tenancy is ended; that I think a most arbitrary law.

1905. Is it your opinion, looking to English agriculture generally, that an addition to the existing farm buildings is necessary for carrying out improved modes of farming?—In many instances it is exceedingly necessary, and especially if the system that has lately been advocated, and is gaining ground in the country, that of box feeding, be carried out; very few persons have accommodation for that. A brother of mine has erected a very good building of that kind, in which he has got his copper fixed, and his chaff-cutting machine, and the bullock lodges all round the exterior, which cost 200 *l.* or 300 *l.*; that is all detached from anything, and under any circumstances, if the incoming tenant would not take it (he is under lease, and he would have no difficulty with the Duke of Bedford with regard to that; but he ought not in justice to have any difficulty with any one, if the person coming in would not take it), my brother ought to be allowed to take it away.

1906. What is this building made of?—Very largely of larch fir.

1907. Mr. *Colville.*] Is it in the ground?—Yes.

1908. And irremovable by law?—Yes, and irremovable by law.

1909. *Chairman.*] Is it your opinion that a Bill might be framed upon this subject without undue interference with the rights of private property?—Yes, I quite think there might and ought to be. On the subject of leases, I would wish to remark that I stated I farm under lease; but leases in this country are not general; there have been great impediments lately with regard to the taking of leases, saying nothing about the indisposition to grant leases; as to the taking of leases, there have been impediments. The uncertainty with regard to the constant alteration of the Corn Laws has been one cause. A person has never known what to expect, or what to be at; unless the lease be framed on the principle of a corn rent, he would not know what to take it at. For myself, I have no great admiration, by the bye, of the mode in which that question has been set at rest. It is my opinion that, nationally, it is a most suicidal act; other countries have not given the *quid pro quo;* we are getting nothing in exchange. There is one other difficulty I wish to mention relative to leases, and it is relating to the preservation of game. I could state a case with respect to that which has just occurred. I know an estate where the property was lately sold, but the owner gave his tenants a lease before he offered the property for sale; he did it out of the best feeling; some of them had been many years on the estate, and he did not like the idea of their being turned out; he gave them a lease previously to offering the property for sale, and it was regarded as a mark of kindness; but the property has passed into other hands, and it is said that the gentleman who has purchased it is remarkably fond of game. A farmer came up the other day and said, "We were very proud of our leases, but I wish my lease was at Botany Bay rather than I should have it; because my farm is so situated all among the woods, it will not be worth having if game is preserved on anything like an extensive scale. In the lease the right to the game was secured to the landlord, but we were not afraid of it under the former owner; it was not strictly preserved; there were just a few hares and pheasants, and so on, but nothing like a rigid preservation of the game. But finding from the movements that there is going to be a strict preservation of the game," the farmer said, "I should like to get rid of my lease and send it to Botany Bay;" showing that a lease, under such circumstances, must be a great injury, because it holds a man to the spot, and he cannot help himself, especially if he has got no claim for compensation.

1910. Is not it the fact, that in many parts of the country the farmers, under present circumstances, are unwilling to take leases?—From the two causes I assign, a tenant at will is better off if he wants to leave the estate. Supposing, for instance, I take a lease under those circumstances, where I had no doubt of being hurt by game, it might occur that the estate was sold, as this estate was, or the manor might be let, and then I might be eaten up, and hence a clause in the lease that was cared nothing about originally, becomes a very serious one. It becomes a question who shall stock the farm the hardest, whether the person having the shooting, or the farmer having the sheep upon it. That becomes so serious a matter that the tenant is no longer safe.

1911. Have you considered the legal difficulties that prevent many landlords from granting agreements with tenant-right?—I have understood as to the law of entail, that there are persons who are subject to a great deal of property, not, strictly speaking, their own, that is, that they have not the entire control of it. They have not the power that I was stating I thought they ought to have. I do not know any other legal difficulties. There is an objection raised upon the ground of its being a great interference with the rights of property. If you take it on that ground it becomes a question as to the rights of property on both sides. I contend that the rights of property, as to the tenant, are not respected now, generally. There is no right to expect good cultivation without a covenant to improvements, and without a law supporting it. The law would now, in fact, punish a man for dilapidations; but it gives no compensation for improvements. If I were to let my farm go to waste, I should consider I was liable by law to make compensation for damages done; but that same law does not provide that I shall derive any compensation for the improvements that I make and leave behind.

1912. Are you of opinion that decided benefit would arise to English farming generally from the addition of tenant-right compensation?—I think that there can be no doubt upon that subject, that giving security to the farmers would induce them to employ a great many more labourers, and would enable them to feel an undivided interest in the farm. The tenant would not be looking to where he was to pitch his tent next. That is a great point. As it has been very properly observed, a man feels interested in everything about him if he has a confidence that he shall not be removed without receiving some sort of remuneration for what he has judiciously expended, and not as yet had the benefit of. I am not an advocate to say that landlords ought to compensate tenants for any amount of money they have foolishly expended; it ought to be left to the parties to say how far a man has made the outlay judiciously, and how far he has received the benefit of it, and how much of it is left for the man who is coming after him to take the farm; I cannot conceive any extraordinary difficulty about the matter.

1913. If it be correct, as the Committee have been informed, on legal opinion, that owners of settled estates are unable to grant, even by agreement, compensation for the improvements unless they are supported by the custom of the country in so doing, is it your opinion that such landlords are under great disadvantage in encouraging their tenants to pursue the most improved methods of farming?—I am quite sure of it, and I feel further convinced that when landlords get thoroughly to understand this question in all its bearings, that there will be a very different feeling on the subject to what there is now. I think that there is an erroneous idea formed as to what is meant by calling upon parties to give compensation; I think it would be found very shortly that the estates were greatly improving in value by it, and that the compensation would be of not less advantage to the owners of the estate than to the tenants and those connected with them, as well as to the country at large.

1914. Have you had occasion to look over estates and see the farming in Berkshire?—Yes, I looked over that district.

1915. And did you find the farms in general were well farmed, and that the land would have been better for a little artificial assistance?—Yes; the two days I spent in the neighbourhood now referred to, convince me there was a capital foundation on which to build a good superstructure. I thought there might be some fine crops soon produced upon the land; it was land that drank up its own water, it appeared to me to be a grateful soil for what is done to it; it seemed to me to be rather poor, I confess, and greatly to need improvement.

1916. Do you not think that tenants, whose landlords are unable to grant this tenant-right for the expenditure on artificial manure, would reasonably think twice before they made that expenditure?—Yes, certainly they would; I have hardly seen a soil where I think it would repay both the landlord and tenant better to go to work very largely with artificial food, and to keep stock highly. The bulk of it seemed to be good stock land.

1917. Was there any portion of the property you looked at there that you thought would be much benefited by marling?—Yes, it seemed to want more solidity of soil; it was too light, and I think I was observing that there ought to be a little tram or railroad put down to get clay upon the land.

1918. Is it not hard upon the landlord, if he has not the means that are required for carrying on the various improvements at once, that he should be debarred by law from giving to his tenant such compensation as would induce him to do it?—Yes, it is a great hardship, and a great national loss.

1919. What are the ordinary terms between outgoing and incoming tenants in Bedfordshire?—The general bulk of farms are held on a Michaelmas hiring; there are some few held on Lady-day hirings still, but they are generally getting pretty much out; they have occasioned long litigation and a great deal of ill-will. The original system in Bedfordshire was, I believe, a Lady-day hiring, with the outgoing crop, the tenant being entitled to that; but in most instances the practice is now changed into the regular Michaelmas hiring. The tenant-at-will (I am speaking of) would receive notice to quit, of course, by the 25th of March, to leave the next Michaelmas; then he would be obliged, according to the custom of Bedfordshire, generally speaking (though not invariably), to give up his fallows, and a portion of the farmhouse, and a stable for the horses to the incoming tenant, and the incoming tenant would be allowed to come in and sow the seeds himself. I should explain, that what I think prevails now most generally in Bedfordshire is the Norfolk system of allowing the outgoing tenant to cultivate the fallows in the usual way, carrying the manure out and sowing the turnips, cutting the hay, and stacking it on the farm; he has to be paid by valuation for the hay and turnips; they pay nothing more; nothing for manure, except for cartage, however expensive the manure may have been made. In the case I before alluded to, the tenant had to carry this very oil-cake manure out without the slightest compensation except for the mere cartage.

1920. You were understood to say that whether the dung is mere straw and water, or enriched by oil-cake, it belongs to the landlord, and that the outgoing tenant has no compensation?—None whatever.

1921. Mr. *Henley.*] What articles do you think the tenant ought to be allowed for; is drainage one?—I think any articles that can be proved of real benefit to the estate, and left there for the benefit either of the landlord or of the incoming tenant, he is entitled to be paid, whatever that is; that he is entitled to be paid for any interest that is fairly left in that land that he has not had time to get out, whether it be draining, or marling, or chalking, or liming, or artificial manures; and I think that in the event of any legislation upon the subject, the less it goes into particulars the better, because the customs of different parts of the kingdom vary so much; I think the tenant ought to prove the real interest left there, before he claims anything; and if he could prove it satisfactorily, it is not any disadvantage to the landlord, but rather a benefit to the incoming tenant, to pay it, than to have to wait for the several unprofitable years without getting anything off his farm.

1922. Then your opinion is that the payment to be made to the outgoing tenant by the incoming tenant should be upon the principle, not of reference to the capital expended by the outgoing tenant?—Certainly not; because if a man does spend money foolishly, and it turns out badly, such as drains made too shallow and ploughed up, or the drain being made of improper material, or if he in any other way fooled his money away, no sensible valuer would give compensation for that, nor ought he to have the power to do so.

1923. The principle, in your judgment, ought to be the value left in the land for the incoming tenant, not the capital expended by the outgoing tenant?—For the value left in the land. It would be proper for the valuer to be furnished more or less with the items of expenditure, showing what had really been done; it would not be likely that an opponent taking the landlord's or the incoming tenant's side would be willing to take a man's mere *ipse dixit*, unless he could prove how far it had been done; I cannot conceive either that we have a right to call upon landlords to give back money foolishly expended.

1924. You have stated that, in your opinion, drainage is one of those things that would come under that head?—Yes.

1925. For what time should you think drainage ought to be compensated for?—That would depend upon the mode in which it had been done; I am speaking of the substantial mode in which it ought to be done; if it were done upon the system of mere wood drainage, or sometimes only of the hedgerow, and done shallow, it would cost very little; I should say at the end of seven or eight years it would be but a small claim that the outgoing tenant could make for that drainage, because by that time the interest of the tenant would be very nearly if not quite exhausted.

1926. What period should you assign for tile drainage put in not more than three feet deep?—If it was done well, I think it would carry you over from 10 to 15 years; at any rate, where there is a decided benefit, and where the tenant might not have reaped the whole benefit of his expenditure, he ought to have compensation.

1927. Should you think that the reimbursement for tile drainage ought to be extended over a period of 15 years?—That would depend on circumstances entirely. There are circumstances in which it would be proper. I think there may be circumstances under which a portion of the benefit would be still left in the land, and if done at the tenant's own expense entirely, I do not know whether some small claim might not be established; but in a general way it would not be so after 15 or 16 years.

1928. What period would, in your opinion, be proper to be taken?—Twelve years, perhaps; or from that to 16 years.

1929. You have stated that, in your opinion, the land is rather poor about you?—Yes; some of it.

1930. Is it your opinion that the land in your own neighbourhood is held from the landlord, who is the owner of an entailed estate?—I cannot say. Permanent improvements on the estate are sometimes made in Bedfordshire, I am free to admit that, by the landlord, such as drainage and buildings, the landlord getting an increased rental; and he is justified in charging a percentage upon his outlay, provided it is not too great.

1931. That is the practice in Bedfordshire?—On the Duke of Bedford's estate it is, and astonishing improvements are made.

1932. Is that an entailed estate?—I suppose it is; I presume it goes from father to son; but they make great alterations on that estate.

1933. You do not know in Berkshire what is the reason that the tenants have not expended the capital which, in your opinion, wants expending, to bring the land into a high state of cultivation?—I cannot say from personal acquaintance how that is; I should say, on a broad scale, it is the same reason as may be assigned in other places, that no security is given to the tenants to induce them to expend their capital; they would do so if they felt that they were going to reap the benefit of the outlay.

1934. Supposing the tenants have not the capital?—They could not then make the improvements. I believe there would be more capital employed in farming if there were more security; that the capital would go into the cultivation of the land; now, people are afraid of it, because under this precarious tenure they do not know whether they are going to be permitted to stay to take the benefit of their own outlay. I can give a striking illustration of that. I met with a gentleman who was not brought up to farming, but his health was rather bad, and he had got a niceish property, and was induced by his friends to hire a farm, which he did. It was a poor farm; that is, it was noted rather for its poor crops, I should say, on a grateful soil, that would pay well for good management. He went to work upon it in a good spirited manner, and he soon made it the admiration of the neighbourhood as regarded the crops. It was talked of upon the market, what capital crops were grown there. He went on very well for seven or eight, or nine years, but though he knew nothing of the sort, the estate was so circumstanced that it was required when one of the members of the family died that it should be sold, and it was put up to auction with four or five other farms in the neighbourhood, and it was sold. The new proprietor came to the occupier after he had bought it, and said, "Well, sir, you are a very good farmer, I should wish to retain you, but I have given a high price for this land, and I must have an increased rent; I must tell you, honestly. However, you and I will not squabble about it; I will have a person to look over the farm and see what it is fairly worth." The farmer knew he was in a pretty fix, and he found that all those improvements he had made were, in fact, put into the pockets of the landlords who had sold the estate, and that if he held it afterwards, he must pay a rent for his own improvements. He took the farm for a year or two, and got out of it as much as he could, and then gave up the farming, observing to me, "Whenever I go to farming again, I will have a better understanding as to who is to have the benefit of my improvements."

1935. Is there any reason why the man might not have secured himself by agreement with the landlord?—Yes, I think there is; it is well known that the competition for farms is very great; not exactly from profit, but the competition arises from the fact that the agricultural population increases as well as the rest of the population, and the acreage of the country does not increase. If a farm is at liberty, though it may not be a very desirable one, no gentleman has a difficulty in getting applications for it; that is indisputable. It often happens that the terms are laid down by the steward of the estate, and the man getting it, perhaps, would consider himself very fortunate. If he went into particulars, and said, I want this, or I want that, he would be told, "Those are the terms upon which I am to let this farm," and he must either take it or go out of the farming business. He would like to have an improvement clause in the agreement, but it is refused, and he takes the farm under those circumstances.

1936. Is there any reason why a man might not secure himself by agreement with his landlord?—The reason is, that there is a great indisposition found for the landlord to grant a clause of that kind; he can let his land without it, and he is not disposed to be called upon at the end of the term for any valuation.

1937. Is there any other reason beyond the indisposition of the landlord to make such an agreement?—I am not aware of any one particularly.

1938. You are not aware of any other reason except the indisposition of the landlord?—I do not know of any other reason except what I have named; but the point is, that such a clause is not and will not be given. If it is wished that I should assign another reason, I will give one: another reason may be, and I think it is the case in some instances, that the landlord who lets his farm from year to year of course is at liberty at any time to dismiss his tenant; and if there should be any misunderstanding, or if he should not go the right way at an election, or talk too freely of the injury of game, or in any other way offend the landlord, he can get rid of him, and there is no call upon him for compensation; the landlord can get rid of him with perfect impunity at the end of six months. I think that is rather an additional reason why landlords wish to be at full liberty to get rid of the tenants just as soon as they please: whereas I know that a clause of the description I am speaking of, or a general law that will more or less give compensation to tenants, would at once induce the landlord to weigh the matter, as to whether he would part with his tenant, if he farms his land pretty well, and when the tenant might have a stiff claim for compensation, I do not think a landlord would part with his tenant quite so quickly under those circumstances.

1939. You have stated, that an inducement to the tenant to lay the capital out on the land does make it more valuable to the incoming tenant?—Yes.

1940. Therefore it would be to the landlord's interest to have that capital laid out?—Yes, I think it would; but it is a mistaken policy on the part of landlords, not granting the compensation; I believe it is as much the interest of landlords as tenants to grant it, but they do not understand the matter rightly; and then there is the six short months' control over their tenants. The fact is, unless we can offer some inducements or reasons for doing so, they are not disposed to grant it by mutual agreement. I believe, at the same time, they are standing in their own light; the estate would improve in value by giving compensation, and the tenant would feel attached to the neighbourhood in which he was, and would do everything he could for the preservation of good order.

1941. You stated that your father held a farm of 60 acres or upwards, and that he drained it twice over?—Yes, he and his son; and the latter did it again, which made it three times.

1942. Can you tell how long it was after the first period of drainage that the rise of rent took place that you have stated?—I should say the drainage commenced about the period just before the death of the former landlord, and he had got it pretty well cultivated at that time; drainage was not so common then as it is now; he lived a few years there before he commenced draining.

1943. Did he hold under lease?—No, from year to year all the time.

1944. Then you cannot inform the Committee exactly how long it was that the drainage had been done before the increase of rent was put on?—The drainage would be completed within a very few years, I think not above two or three years, perhaps scarcely so much as that, before the rent was increased.

1945. How long do you think any part of it had been done?—Part of it might have

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have been done some little time. He farmed on the four-course shift, and he would do one-fourth of the arable land in the season.

1946. How was it done?—It was not done in the costly way that it is done now, but by fetching blackthorn bushes from the wood and using straw; that was the nature of the drainage at that time.

1947. Can you inform the Committee of your own knowledge, whether the increased rent you have stated was put upon the farm on account of the improvements from drainage, or whether it was from the circumstance of the increase of the price of produce?—I have no doubt that one of the advances was in consequence of the increase of the price of produce; but as the other farms were not advanced in anything like the same proportion, I am quite sure that a large proportion of it was the result of my father's own improvements.

1948. Do you think that even where capital is laid out on the farm judiciously, as in the case of draining, that after a certain number of years the landlord has not the right to expect some advantage from it?—My idea is, that if the landlord does any part of it, for instance, if, he finds the materials and the tenant does the labour, so that between them the estate has been improved, then the landlord would be entitled to an increased rent; but if the whole improvements (as it was in this case) be made be the tenant, I cannot see how, except it be in better times, the landlord can claim an advanced rent upon the tenant's own improvements.

1949. Take the case you have already stated, is it your opinion that, in a general way, the tile draining should run over 12 years?—Yes, or even more.

1950. Taking a man to enter on a wet clay farm, and occupying it 12 years after it is drained, would he then have received back a fair remuneration for his capital?—Yes, pretty much so. I think a tenant could establish a very small claim to compensation after 12 years, but I would not say there would not be some claim.

1951. Would his claim be quite exhausted in 14 years?—In all probability it would.

1952. Would the farm be worth more or less at the end of those 14 years than it was at the commencement of that term?—Yes, if the draining was done well, it would be so; but not so much so as to induce a valuer who was actuated by right principles to ask for much compensation for the tenant. He would fairly say, "You have had the benefit of your improvements here pretty well;" if any interest were left, it would only be a very small one.

1953. If the drainage stood, as tile drainage would stand or pipe drainage would stand, that time, would the farm be more or less valuable to the landlord at the end of that time than it was at the commencement in its undrained state?—Yes, it would in all probability be worth more for that reason. It is undoubtedly a benefit to a landlord to have a good tenant.

1954. In your opinion, then, would the landlord be entitled to have any increased rent, the tenant having received the full compensation?—I did not say in all cases he would have the full compensation. I see where the point hinges. I say he would have so far got himself back the benefit of that outlay, that the valuation then would amount to a mere trifle. I would not say there was not a benefit left in that land, and the landlord would be benefited by it.

1955. Would the landlord be fairly entitled then to have an increase of rent?—I should say if it was really worth more, he would.

1956. Would, in your judgment, a wet clay farm, totally undrained, when made dry by a good system of drainage, be worth more or less money, in your judgment as a valuer?—Yes, certainly.

1957. Then, in your opinion, at the end of those 14 years, who ought to have that increased value?—If the tenant had not been fairly compensated, he ought to have it first; but if he had been fairly compensated, there would be an end of the thing. That shows, even in that case, that it is almost impossible that a landlord should have a good tenant without being more or less benefited by it, even after the time that any reasonable land valuer could ask compensation for improvements. The owner of the property should have the benefit of the improvements, because it is in a better state after all, although the time had gone by so far that the claim was extinct as to the original outlay.

1958. The tenant has had, in the period of years you have stated, a fair return for the interest of his money, and the capital that he has expended has been repaid to him?—Yes, pretty much so.

1959. Then

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1959. Then that is the just principle, that it should run over such a number of years as would pay the tenant a fair interest for his capital as a trading capital, and restore his principal and money back again to him?—Yes.

1960. It would be the contrary of principle to give him more than that remuneration for his improvement; all beyond that would be fairly and justly the right of the owner of the soil?—Yes.

1961. You say you have been accustomed to value between outgoing and incoming tenants, and you have stated one or two cases where, within your knowledge (which is considerable, of course), you were informed that considerable injury had been done to the outgoing tenant?—Yes.

1962. Have you seen any cases in which farms have been given up in a dilapidated state?—Yes, a great many.

1963. Are they more or less in number than those where the tenants have been injured, do you think?—That would depend very much upon circumstances. When we speak of dilapidations generally, we apply it very much to buildings and premises.

1964. It is applied generally to a bad state of cultivation, as well as to dilapidations of buildings?—It would be necessary to know what the state was when the man commenced. I have seen many times land in bad condition, and I should require to know whether or not the man had made worse of it than it was originally; it might be bad, but it might also be bad when he began; I could not give an opinion upon that, unless I knew the circumstances of the case.

1965. A man taking a farm in a bad state of dilapidation, and engaging to cultivate it under a course of good husbandry, ought not to leave it in a bad state?—No; if he does, I should have no objection, as a rule, to give the landlord compensation; in that case I should say, in the event of any claims for drainage or anything of that kind, or any claims for improvements, there ought to be a fair set-off by the landlord against any dilapidations or mismanagement there should be; you cannot draw a just line without it.

1966. Can you suggest to the Committee any means by which the incoming tenant can recover against the outgoing tenant such an amount of dilapidations? —That will be a matter for the landlord to recover.

1967. Take a landlord or outgoing tenant; can you suggest any mode in which the landlord or incoming tenant could recover against the outgoing tenant the amount of such dilapidations or bad husbandry?—Presuming on a clause in the agreement, or by the general law of the land, that the tenant is entitled to compensation for his improvements, I should presume that that same law would make provisions against dilapidations; that there would be a set-off to those improvements in any dilapidations committed; but if there was nothing but dilapidations, I apprehend the common law of the land would come to the aid of the landlord, and he would receive from a jury proper damages where damages had been sustained.

1968. You, as a practical valuer, might know that it is nearly impossible by common law to recover any damages of that description?—I have known some instances in which damages have been recovered.

1969. It is a matter of extreme difficulty, and must be a very extreme case in which damages might be recovered, might not it?—I have no objection to strengthen the power of the landlord with respect to that; if a man farms badly, I have no doubt it is an injury to the country at large.

1970. Can you suggest any mode to the Committee by which that could be done?—I think if you were to give a clause for general improvements you would not find it the case. I think dilapidation arises in a great measure from the fact that a man has no security that he shall stay to receive the benefit of his improvements; if he was to go to work and farm well, with good security, by a clause to give compensation for improvements, cases of dilapidation would be few.

1971. Supposing them to exist, and supposing they did not cease in consequence of the legislative alteration you would propose, can you suggest any mode by which that object, which you say is a just one, could be secured?—In any Act of Parliament that we might contemplate that would provide a general compensation to the outgoing tenant for unexhausted improvements, it would be an easy matter to have a clause also enabling the landlord, on a man's quitting his farm exhausted and deteriorated, to claim compensation upon the same principle, and recover it in the same way as he would recover his rent. I see no difficulty about that, nor any unfairness either.

1972. In your opinion it would be just?—Yes, I think so, if the clause was fairly drawn.

1973. In your opinion, is the land of England held by men of abundant capital or short of capital, so far as you have seen?—I think for the most part the best capitaled tenants have got the best property; in those cases the landlords do not stick to the last shilling for rent, but they are induced to bargain with the tenants and take and keep them on, because they have the means of farming well. It often happens that men who stick out for the last shilling in rent will take men without capital, and they get the rent, but nothing else; the landlord is sure to be paid; there is nearly always enough on the farm to pay him. I think want of capital is a great public evil, but it arises from want of security, more than anything else, in farming.

1974. Is it your opinion that there is a want of capital?—Yes, I do think so, and partly from the manner in which the farmers have been dealt with.

1975. Do you think that some of the bad farming is from want of capital?—I should say partly so, but more particularly from want of security; because I believe capital would flow into the cultivation of the land if there was security; and I instanced a case I think particularly bearing on the subject, that of the gentleman who went into farming without having been brought up to it, and who gave it up from the want of security.

1976. You mean, by capital flowing into farming, men of more capital coming in and putting out men of small capital now engaged in it?—In some cases it would be so.

1977. The weak man would be squeezed out?—In some cases he might.

1978. Or be obliged to give it up altogether?—Yes, sometimes; but a man would try and do better if he had sufficient security, and he would have less difficulty in getting accommodation.

1979. You say there is an equal indisposition on the part of the tenants to take leases, as on the part of the landlords to grant them?—I do not say equal; I say there have been cases. I said there was an indisposition and a difficulty in taking leases, on the grounds I named.

1980. Of course, in the face of a falling market, men do not like to tie themselves to pay a fixed rent?—There has been a difficulty of that kind; but, generally speaking, a corn rent, if you can get it on a fair basis, is better and safer between landlord and tenant.

1981. It might be a good thing in a falling market, and a bad thing in a rising market?—We should have to take it on both sides; I have engaged in one for 20 years, and I do not complain of it at present.

1982. Sometimes the price is high when the produce is short?—It is the case occasionally.

1983. Then a corn rent is tried?—Yes.

1984. A man without good capital would hardly be able to get on then?—The reason why I think a corn rent is more important is, that it favours a man of only moderate means. The man who has got ample means and can stand the storm, perhaps, upon the whole, is as well without a corn rent; I think it is safer upon the whole to keep property together.

1985. If there was a law made to regulate tenant-right, then the way you propose is to over-ride agreements between man and man?—If I understand the term over-ride there.

1986. The question refers to setting those agreements aside?—If a man makes an agreement manifestly opposed to a just law, it ought to be set aside, because, if not, it would be in this way, that you would have an Act only to enable parties to avail themselves of it who thought fit to do so, and therefore it would be no better security than there is now. Some there might be who would apply it fairly, but in a variety of cases it would be evaded; and consequently, taking the multitude of cases, the evil would not be remedied; nor do I think there is any hardship about over-riding the agreements. The interference with regard to the compulsory commutation of tithes was upon the same principle. It was taken up upon the general ground that it was necessary for the public good, that sooner than have such constant litigation the Legislature should pass a law to require the clergyman and the tithe-owner to agree. That, I contend, is just the case in point here. If the good of the community demands or requires it, and it is necessary to secure good farming in the country, and to feed the people cheaply, then I think the Legislature not only may but ought to interfere, not more as an act of justice between landlord and tenant than for the public good.

1987. Which is of more consequence, in your opinion, the condition of the holding or the rent paid ?—I think that both are of consequence.

1988. Which is of the greatest consequence ?—To say that it is of no consequence what a man pays in rent, would be a very wild statement.

1989. Which, in your opinion, is of the greatest consequence to the farmer, the amount of his rent, or the condition under which he holds his farm ?—I think the fair value of the land should be got at in the first instance; but it is equally indispensable that he should have security for the money he lays out in improving that land.

1990. You have stated that it is indispensable that proper conditions should be fixed by law to enable the community to be fed cheaply ?—Yes.

1991. Is not rent a great element in the price of the produce of corn ?—No doubt about it; I am no advocate for extravagant rents.

1992. Why should not rent be as well fixed by law as the conditions of holding ?—For many reasons; I think the cases are not analogous; that is, as to having a law to control the general rental, and having a law to secure a man what is already his own, are widely different things. I contend, that if I hold a farm as tenant-at-will, and invest certain capital in that farm, and I am not able, from the nature of my occupation, to take it out again in six months, or 12 or 18 months, the law I propose would only watch over me and protect my property, which I have as much right to as the landlord has to the fee-simple of the estate. It would be a very different thing to pass a law to require a man to take a certain fixed rent. I contend that the man who takes the benefit of my capital, laid out by me in making improvements, takes what is not his own; if at the end of six months or 12 months notice is given to me to quit, and the landlord or the incoming tenant pounces upon that property which I have invested, I am robbed. If the landlord lets his farm, and the incoming tenant, who has not spent a shilling in the improvements of the farm, takes the land, and with it my improvements, for which I have received no return, that is manifestly unjust; and I say that the Legislature, in granting a claim for compensation, only draws the line of justice between the two parties, to protect the property of the tenant so invested, as well as that of the landowner upon which the investment is made.

1993. Within the number of years' expeirence you have had, do you know of a farm succeeded to by the incoming tenant in a good condition ?—Yes, many.

1994. Within 30 years do you know of any farms succeeded to by tenants in good condition ?—Yes.

1995. And they have succeeded to those farms at the expense of those who went before them ?—Not in every case; the landlord has often made the improvement himself.

1996. If they are in a good condition ?—If the landlord had granted liberal terms to his tenant, and pledged him to keep it in good condition, he would have done no more than his duty.

1997. On a change of tenancy, you have answered the question, that you have known tenants within the last 30 years succeed to farms' in a good state of cultivation ?—Yes, occasionally I have.

1998. Then would not those men now, if they were to go out, be entitled to receive for that which they have never paid, they having only kept the farm up to the same state that they took it on ?—If they could not prove that they had made the improvements, they would not be entitled to compensation; if a man has put nothing in but what he found in the land when he received the farm, he could not make out a case for a claim.

1999. To put another case. Supposing a man seven years ago succeeded to a farm, upon which the preceding tenant had used a great quantity of oil-cake, and a great quantity of manure, and that he succeeded to it according to the custom of Bedfordshire, without paying anything for it, if he was to go out, having only kept up the same state of cultivation, and were to claim and to be paid compensation according to your proposal, would not he be receiving payment for that for which he had never paid anything himself ?—He would have no business to receive it. I should call upon him to show me that those improvements had been done by him; I should say, " Show me that you have made this expenditure claimed, and that you are not claiming for things done before you

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you had the farm;" and unless he could show that, I should make him no allowance upon that claim.

2000. To assume another case. Supposing 100*l.* worth of oil-cake to have been consumed upon a farm for every year that the tenancy was held, and that the incoming tenant paid nothing for coming in for that consumption; when he went out again, what should you, as a valuer, assign to him according to the law you would propose?—If it were merely applying to the consumption of cake, that is one of those artificial dressings that would not cover over a number of years; that would only apply to what was expended in the last few years.

2001. But the tenant having received a farm on which a great expenditure had taken place, and for which expenditure he had paid nothing, would it be just to make a law enacting that he should be paid for it when he went out?—The man certainly would be rather benefited by the law, as it found him in that case; but that would only apply in the first instance. Every person coming in afterwards would have the same benefit. The question therefore is, whether there is to be no law giving compensation upon leaving a farm, because it would so operate in the first instance. Under that law a more just system would be adopted, and the most that could be said of it would be, that the law in that extreme case had given some little trifling benefit for which the outgoing tenant had not much claim.

2002. The effect would be that it would create a value in all existing tenancies, which no person had contemplated, and no person had paid for when he entered his farm?—It might be so, to a very small extent, and I think the case problematical.

2003. But it would be so, so far as it went?—Perhaps it might be so more or less, but it would not apply very largely; there would be not much damage done in that department, I think.

2004. Then you are distinctly to be understood to say, that a law should be made, in your opinion, not only to over-ride future agreements, but also to override existing agreements?—It might be a question with regard to existing agreements, I admit, but I do not look upon it as an injustice. I contend that you are going to give only what is justly due to the tenant, and at the same time that law will take nothing away from the landlord. By a law to give compensation under these circumstances, the incoming tenant gets all that he pays for. The question seems to presume that the landlord is going to be injured by this legislation; but if the money is really expended, and the estate is really improved by that expenditure, he could not be injured; and, on the other hand, if the estate is not improved, the tenant has no right to be paid anything.

2005. In your opinion, during what period should lime be paid for?—I have not had much experience in respect to lime; my soil is principally chalky.

2006. What period, in your judgment, should claying be paid for, that is, over how many years would you spread it?—That would depend a good deal upon the nature of the soil, and the benefit that would be derived more or less according to the quantity that was laid on.

2007. Taking it as a matter of judgment, what period would it last, in your opinion?—I should say, that nearly the same observations would apply to claying light land as would apply to draining wet clay land.

2008. Would you throw it over the same period of 12 or 14 years?—Good claying of light land might be thrown over 12 years, or more. I have no doubt the tenant would have some benefit from it after that, but I think it would not give a tenant much claim after that number of years.

2009. How long should you give for chalking?—Not quite so long, I think.

2010. How long would you give for marling?—Marl and clay I consider about the same thing: I have understood them to mean the same thing; marl is a description of clay; chalk is another article, and may be put on sandy or heavy land; it will sometimes do good on either.

2011. Marl and clay are generally applied for the same purposes?—I think they are pretty much to increase the solidity, and to give staple to the land.

2012. Twelve or 14 years would be, in your opinion, the proper period to extend that over?—Yes.

2013. If other parties, equally competent to judge with yourself, should fix the period of five or six years, how is the Legislature to make a law upon the subject?—The Legislature ought not to legislate as to the number of years or the kind of manure; I think the mere admission of the principle of improvement is all that the Legislature had better do, and they are called upon to do it, for the benefit of the country. It is not more a measure of justice between man and man, than it is a great national question. I hold it to be indispensable, if we are to maintain our position, and the country is to go on, and we are to maintain our people; it is one of those improvements in legislation absolutely called for, from the lapse of time.

2014. You think the Legislature must not descend to details?—I have always said, do not descend to details; the less you do descend into detail, the better.

2015. What is the practice in Bedfordshire with regard to agricultural fixtures; you have stated that a relative of yours had put up a number of very superior ones?—That has only been recently done; he is in good hands, and is not under much apprehension.

2016. In your practice as a valuer, are such fixtures as thrashing machines allowed to be removed?—There would be a demur about it. According to the present law, he could not remove the building.

2017. The question refers to the machinery, and not to the building that contains it?—I should say that might be removed, but the shed for the horses is a building that could not be removed, in law.

2018. And to a chaff-cutter, that is driven by machinery, would the same principle apply?—Yes; the machinery might be taken away, but the building could not be removed.

2019. As to the steaming apparatus, what would you say?—That would be removable.

2020. All those agricultural fixtures would, in your judgment, be removable?—The thrashing machine and the chaff-cutter hardly come under the appellation of a fixture, so much as those that attach to the freehold, which could not be the case with the chaff-cutter or the thrashing machine, which I think would be removable.

2021. The question does not ask any speculative opinion, but as a valuer in Bedfordshire, can you inform the Committee what the positive custom is in these respects?—Whatever the custom is, the tenant would feel that he ought to be paid for them; not, of course, what they cost, but what they are now worth; but he could claim nothing by custom if it attaches to the freehold.

2022. You are asked as to the customs in Bedfordshire with respect to this machinery; are the Committee to understand that the practice in Bedfordshire is to remove it?—Yes.

2023. Mr. *Newdegate.*] You have alluded to the great injury that it was apprehended would accrue from the sudden determination strictly to preserve game upon a farm let under lease?—Yes.

2024. If that farm had been let under a yearly tenure, would the same injury accrue, the tenant having the means of bettering himself if he thought fit so to do?—The tenant could come to the landlord at once and say, "If you are going to stock my farm in this way I cannot keep it, and you must either give me permission to destroy the rabbits, or I must see less game upon the farm if I keep this farm."

2025. Or he must give the farm up?—Yes; or he must give the farm up.

2026. The disadvantage to the tenant then in that case would be, that if he had made a large outlay he would have no power of recovering compensation for that outlay, unless it was specified in the agreement?—Certainly not.

2027. It would be a disadvantage to the tenant?—He would be injured as a tenant-at-will if a person overstocked him with game.

2028. You do not appear to understand the question; it is this: your objection to tenancies-at-will is, that a tenant may be ejected without having time to recover the value of his improvements?—Yes, it is.

2029. Supposing, in the agreement for his yearly tenure, compensation was awarded him, would he then be injured?—No, I do not know whether he would be materially injured in that case, but I should prefer a lease, giving a security for holding as well as security with regard to the outlay. I am quite of opinion that I should prefer a lease that I could get renewed four years before it ran out, to anything else.

2030. But the objection to the lease you state to be this, that if the market fell, the rent might be extremely onerous?—Yes, without it was a corn rent.

2031. The objection would not apply so strictly to a yearly tenant?—No; but there is this to be said on the other hand: a man who had a lease would not be

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liable to an immediate advance in the rent in case of corn going up; the yearly tenant might be liable to the increase of rent; the landlord might say, "Farmer, the things are better than when you took the farm, I must have an advance of rent;" it tells both ways.

2032. In case of the rent being increased, the tenant-at-will, with a compensation clause in the agreement, would have the alternative of saying to the landlord, "If you raise my rent, I will leave your farm and claim compensation," would not he?—Yes, if there was a clause for compensation.

2033. Would not that be the alternative against the landlord raising the rent unjustly; that is, would not the power of the tenant to throw up his farm and claim compensation for improvements be an inducement to the landlord not to raise the rent?—No doubt it would; but I do not think compensation will be paid by the landlord. I do not think, if an Act passed this present Session to give such compensation, that in one instance in 20 the landlord would pay that compensation; he would give to the incoming tenant the occupation of the land, and that incoming tenant would pay that compensation in addition to the mere acts of husbandry, and other matters he would have to take by valuation.

2034. If a landlord attempted to raise the rent upon the incoming tenant, and the incoming tenant had to pay for an increased valuation, is it not very likely that the incoming tenant would demur when he had the prospect of an increased rent and large compensation to the outgoing tenant perhaps as well?—I think it would be the case more or less; but a man could not pounce upon another person's property without compensation, and consequently there would not be so many removals. The tenant would keep longer on the estate, and would feel more interest in it. There would not be so great a disposition in the landlord to remove the tenant, nor would there be a disposition on the part of the tenant to remove.

2035. You stated that you thought all that the Legislature ought to contemplate, was the general question of improvements, and that the Legislature ought not to take any means to ascertain the value of that improvement by inquiry into details?—Not as regards the Legislature, no more than can be avoided. I think all the Legislature has to do is to admit the principle and right of the tenants to receive compensation.

2036. Then the effect of that would be this, that the decision of the valuators would become law?—Yes, but the landlord would have a fair share in the appointment of the valuators.

2037. The decision of the valuators would become law?—I do not say that in no cases there should not be a covenant in the agreement upon the point; but I do say that I am sure the less the Legislature enter into that the better. The principle recognized is all we claim.

2038. Is it not necessary that some means of testing the basis of the decision of the valuators should be afforded, to give an opportunity of appeal in case that award was unjust, or was disputed?—A schedule of claims should be produced, and it is my idea that in any legislative enactment that should be passed, in the event of an unjust decision being given by the valuators, there it might be necessary in special cases to have the right of appeal in any of the courts of law.

2039. Would not it be necessary then to provide means of testing the award in order to enter an appeal against it?—To test it by what means?

2040. By some statement of the details upon which the award was founded?—I think that the person making the claim ought to show the grounds of his claim.

2041. And you think that he should be compelled by the law to do so?—Yes, no doubt of it.

2042. Mr. *Colvile.*] You have stated very minutely the nature of the unexhausted improvements the tenant ought to take at the expiration of his tenancy from the landlord; will you now state the nature of the dilapidations which, in your judgment, the landlord ought to demand from the tenant at the expiration of his tenancy?—I do not see how that is possible.

2043. Buildings out of repair, would that be one class of dilapidations?—If the tenant had covenanted in his agreement to repair buildings, then of course he would be liable for dilapidations; if the landlord was to repair the buildings, of course he would have no claim on that ground; or if the agreement ran thus, that the landlord should find materials, and the tenant apply them, on the landlord

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lord showing he had offered suitable and proper materials, and that the tenant would not use them, there would be a just claim for dilapidations.

2044. Drains left uncleansed or trodden in by cattle, and ditches left foul, would you regard those as dilapidations?—Yes; and the spoil of fences would be so; nothing would more mortify me, if I were a landlord, if I had some good fences, than if a man chopped them down unskillfully, or left them to the spoil of such; I should say that those were dilapidations.

2045. If he cuts his hedges in an unworkmanlike manner, would you consider that a dilapidation?—That is a dilapidation, more or less.

2046. Supposing he allowed his land to get foul with weeds, is that a dilapidation?—I think there would be no difficulty about that, because most landlords would protect themselves in those respects, by saying, "I will have my farm farmed in a good and husbandlike manner:" that would be the general tenor of the agreement, and the man who would not keep to it would be chargeable with dilapidations.

2047. Are weeds, annual and perennial, dilapidations?—If a man entered upon a farm, and stipulated that he would farm it in a good and husbandlike manner, according to the customs of good husbandry, and yet allowed the churlock and other weeds to run to seed, and paid no attention to the weeds, that would be dilapidations.

2048. Supposing a man kept less stock on a farm than he ought to have, would that be dilapidations?—I should doubt that; it would depend upon what stock the land would be capable of maintaining; that would be very difficult to go into.

2049. Mr. *Henley.*] You have stated that what you think necessary is that the Legislature should affirm the general principle?—I am more concerned about that than anything else.

2050. That general principle being affirmed, how could you secure that even in different parts of the same county, the valuers would carry it out in the same manner?—Valuers living in the different localities would know what was good farming in those localities, and what was the general business of good farming; a man in Kent would know what good farming was there, and so would another man in Berkshire. We should not have one man to value the whole kingdom.

2051. In point of fact it would lie with the valuers at the end of the tenancy, to decide according to their own judgment entirely upon the matter, there being no law to direct them what items they ought to take into account?—I do not go so far as that.

2052. Where do you stop short?—I will tell you where I stop short; I would say, supposing I was applied to by a person taking the farm, or by the landlord, "Here is a claim for compensation; give me a schedule, prove to me what you claim for; a fair schedule should be made of all claims;" then he would say, in the first place, I have drained such a field, or such a field, and I have only had it three years; I drained another field, "I have had that six years, and for that draining I have an interest in the land, and I leave it to you, as a man of business, to say whether it is not so;" and it would be the same if the man had clayed the land in a number of years.

2053. That is leaving it all to the valuator; the valuator would have to decide not only the amount of money to be paid, but what improvements the tenant should be paid for; that would be so, would not it?—Yes, more or less it would be so, but the landlord would have his fair voice in the appointment, and he would not be very likely to pay money for nothing.

2054. Mr. *Denison.*] You have stated that there was some point where the law could come in?—I think, as regards the general question as to how long artificial dressing was to be regarded as to a man having any claim, you would be able to come to that pretty much upon the evidence before you, or the valuers of a neighbourhood would lay down some pretty general rule as to that.

2055. Do you mean that you would include in your general law some such minute point as the question of how long certain manures, and so forth, should run?—I objected to it before; I am for the general principle, and I think it a great deal better the less the law enters into details; it would soon become a fixed maxim.

2056. Then be so good as to confine yourself to the one view of the question. You have said, in your evidence, that you want to fix the general principle, and now, at the close of your evidence, you say you wish to strike an average by the different

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different districts, which should be prescribed by the law; you cannot mean that?—There seems to be a great objection in this Committee to leave the whole of this matter to the valuator, without a law recognizing what the value should be, leaving open a very wide field; I say, admitting for the sake of the argument that it is so, then it is not a sufficient reason why we should not have a law to recognize the tenants' improvements, because you can ascertain by practical men what would be about right and just; but I still persist in my original statement, that it is best to keep to the general principle in legislating upon the subject.

2057. Mr. *T. Egerton.*] You were asked two questions; the first was, as to whether the improvements were to be treated upon the general principle, and you said, "yes;" and then you are asked whether the consequence of that would not be to leave the whole matter in the hands of the valuators?—Yes, it would in that case, more or less so; but valuators would adjudicate on a rule generally admitted.

2058. You now qualify your answer by saying that there are improvements that you think the law could define besides that?—I said that the law might define it, but I do not think it would be any improvement for the law to go into that.

2059. Mr. *Denison.*] In your opinion the law should not do it?—Exactly so; I prefer the recognition of the principle of improvements, because they vary so much in the different parts of the kingdom.

2060. Mr. *Henley.*] Might not valuators in the same county differ in their opinion as to the things that the tenant was entitled to be paid for?—Yes, they often do; if men go into valuation to make the best interest they can for their employers, there is no possibility of coming to terms at all; but then there is an umpire comes in, in whose appointment the landlord has an equal voice with the tenant.

2061. And do they generally decide half-way between the parties, without much justice either way?—No, I would not say that. No man of principle will do so.

2062. Mr. *Colvile.*] Is not the umpire generally a tenant farmer?—Yes, when the ordinary valuations made are between the incoming and the outgoing tenants.

2063. The landlord is the responsible person?—Yes, but the landlord throws it upon the incoming tenant.

2064. Mr. *T. Egerton.*] You say this is a matter not between landlord and tenant, but a matter between the outgoing and the incoming tenant?—Pretty much, though the landlord is responsible at law.

2065. Mr. *Henley.*] Is not it of some consequence to a man about to take a farm, to know what the items are generally that he is called upon to pay for?—Yes.

2066. If it depends upon the valuer not only what the tenant is to pay for, but what the cost upon each article is to be, he could not tell what items he would be called upon to pay for until after the valuation had taken place?—I should consider so; and in some instances, it would be desirable that the tenant should know exactly. But if you gave a tenant the offer of a farm that had been very much improved, he would say, I have no objection to take it with the improvements; and then the landlord would say, if you can come to terms with this tenant, I will let you the farm; in fact, in 19 cases out of 20 he would throw it upon the incoming tenant.

2067. Would not it be an inconvenience to a man taking a farm, not to know what items he might be called upon to pay for, as well as the amount set upon each of those items?—I think he ought to know what he has to pay for, and a schedule would be given in all cases.

2068. You say that the valuer is to fix the items, as well as the price of the items?—Yes.

2069. Then no one could tell what items he should be called upon to pay for until after the valuation?—No, I believe not.

2070. Would not that throw very considerable difficulties in the way of a man taking a farm?—That might be ascertained before he took it, if he pleased.

2071. How could he ascertain that?—A valuation might take place.

2072. Before the farm is let?—Yes, the landlord is liable if the tenant does not take it; a valuation might take place even before the farm was let.

2073. Do you think it would be right, if you were to fix it upon the landlord, that the tenant should give any notice to the landlord that he might watch the expenditure?—I should say, for all permanent improvements, the landlord ought to have a voice in respect of them, if he is to be called upon to pay a portion of the money; that is, where the tenant is farming from year to year. If the tenure is under lease it is another thing.

2074. Take the article of expenditure in corn (not cake or any purchased article, but the article of corn) used in the feeding of stock; would not that be an article with regard to which a fraudulent outgoing tenant would be able to impose upon a proprietor; supposing, for example, that he were feeding his sheep with beans; in the case of such consumption as that, would not it be more difficult to produce evidence of the consumption, than where oil-cake had been purchased for the like purpose?—There would be some little difficulty about it; but the valuators would take evidence. If I had any suspicion that there was more charged for corn consumed than was at all requisite or common, I should summon some of the men that had the care of the stock to give evidence, to prove whether that quantity of corn had been consumed or not, and then judge moreover whether the claim was a reasonable one.

2075. Of course it might be less even than was common; should you then think it necessary to have proof?—Proof ought to be given.

2076. Would it not secure truth between the parties, that in those cases the party about to pay should have the opportunity by observation of seeing whether it was just or not; that is, supposing a tenant were about to leave, would not it be a reasonable thing, if he expected his landlord to pay for corn consumed by the sheep, that he should give notice that the landlord might send occasionally to see that the sheep were eating the corn?—That would show a very poor understanding between the landlord and the tenant.

2077. In making laws sometimes, there is not only a poor understanding, but a hostile feeling?—It cannot be supposed certainly that men will always do what is right, or there would be no necessity to make laws to govern them.

2077*. The object of these questions is, not to induce the supposition that generally there is any bad feeling, but it must be considered that in making laws such feelings may arise; have you not, as a valuator, had experience where frauds have been attempted even with respect to the tillages?—There is no question of that, but I take pretty good care to sift them out.

2078. That being the case where a small amount is now paid, you having known cases where frauds have been attempted, is it not necessary where larger sums are proposed to be paid, that great care should be taken to prevent frauds from being introduced?—Certainly.

2079. In respect of corn as an article of consumption grown on the farm, is it not difficult to arrive at the amount of the consumption in the same way as other improvements; it is not every farmer who knows what his cart horses eat exactly, is it?—No, that is the fact. But the landlord's valuer would be satisfied before he signed the award.

2080. A good deal might be consumed, might there not, that they could not get evidence of from the labourers?—Yes.

2081. Mr. *Colvile.*] In order to prevent fraud, is not it desirable that the tenant should make a return year by year for all unexhausted improvements that he means to claim for; that it should be the basis on which the valuation should be made?—That would entail a great deal of trouble upon parties, but there would be no very great difficulty in it.

2082. Can anything be more simple; would not all that the tenant would have to do be to send a notice to his landlord, saying, I mean to claim such and such articles, or so many tons of oil-cake, and so many quarters of bones, whatever the claim might be for the tillages; would not then the landlord or his agent, after inquiry, if he considered the demand right, give his sanction to it, the accounts being kept by the agent, and at the end of the tenancy would not that be the basis upon which the valuation might be made?—I should have no objection to that on any ground but the trouble; no right-minded tenant would wish to gain anything by fraud; and if it were necessary to guard the interest of the landlord, to make that return, it would be, generally speaking, a return of all the cake and corn consumed, and of all the improvements made upon the farm; it would entail a very great deal of trouble upon the tenant, and I think unnecessarily, because I do not think men would shift so often if there was a good understanding between the landlord and the tenant, they would feel secure that they were

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were going on well with their farming, and that they or their family would ultimately receive the benefit of these improvements.

2083. As a practical valuer, have you not found it difficult to investigate accounts that have taken in several years preceding; six or seven years, or more, perhaps?—It requires that the valuer should be well satisfied that he is not imposed upon, I admit.

2084. Then the evil that the question suggests, if it be an evil, would be the least evil of the two?—I think decidedly so.

2085. Mr. *Henley.*] In fact, would it not be the case that if fraud were not effectually guarded against, it would be an injury to the incoming tenant?—Yes: but the imaginary evil would not be so great as that actually existing.

Lunæ, 27° *die Martii*, 1848.

MEMBERS PRESENT:

The Earl of Arundel and Surrey.
Mr. Burroughes.
Mr. Colville.
Mr. Drummond.
Mr. Tatton Egerton.
Mr. Hayter.
Mr. Henley.
Sir C. Lemon.
Mr. Newdegate.
Mr. Pusey.
Mr. Stafford.

PHILIP PUSEY, Esq., in the Chair.

Mr. *William Hutley*, called in; and Examined.

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2086. *Chairman.*] YOU are a practical Farmer, residing near Witham, in Essex?—I reside at Witham.

2087. What extent of land do you occupy?—Rather more than 1,500 acres.

2088. How much of it is under the plough?—About 1,200 acres of it is under the plough.

2089. Is it partly your own property?—Part of it is my own property; about 500 acres of it is my own. I farm half of it, and let half.

2090. Have you made any improvements in the land you so occupy?—Yes, very great.

2091. Describe those improvements to the Committee?—By keeping a large quantity of stock, sowing the land with Italian grass, feeding it two years with oil-cake, and working it up for corn.

2092. What is the quality of your soil?—Some is very heavy tenacious clay.

2093. Is it drained?—This land is not drained.

2094. Have you made any other improvements in your property?—Buildings have been placed upon it suitable for the occupation.

2095. Is that upon your own land?—Yes, that is on my own land.

2096. Have you much increased the stock upon the farm?—Yes, I keep a great deal of stock.

2097. Can you state to the Committee to what extent you have increased it?—I farm one farm adjoining my own land, of about 600 acres; that used to keep very few sheep, now it keeps a very great quantity; my stock of sheep at this time is rather more than 1,000 without the lambs, and in the summer time about 1,600; I clip about 1,600.

2098. Have you generally increased the production of corn on your land?—Very much indeed

2099. Do you keep any beasts?—Yes, I mostly fatten from 90 to 100 beasts.

2100. How do you fatten those beasts?—Upon mangel-wurzel, Swede turnips, and oil-cake.

2101. Do you look for a return for the oil-cake in the increased value of your beasts, or do you look for it in the manure?—Partly in the corn, and partly in the bullock.

2102. You do not then expect to be remunerated for the outlay of the oil-cake in the improvement of the beasts only?—No, I never had a lot of bullocks that paid me in my life for the oil-cake and vegetables.

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2103. What proportion do you reckon the loss in the oil-cake as far as the return of meat goes?—One-third with the oil-cake is the loss against the bullock.

2104. What is your opinion of giving oil-cake to sheep?—I give a great deal of cake to sheep. I should say that sheep pay better for the cake than the bullocks.

2104*. When you give up a farm have you any compensation for the loss on the cake given to your beasts?—Not a halfpenny.

2105. Have you had occasion to give up any farm?—I am next Michaelmas going to leave a farm of 600 acres, I have had 21 years, which I have improved as much as any farm I think there is in Essex.

2106. So that it is your opinion that even a 21 years' lease does not protect an improving tenant in keeping up the high cultivation of his farm?—I think not, if he has an idea of stopping; the lease, of course, would for some time protect him; in 14 years he would lay out his capital, expecting to reap benefit from it; and the next seven years he would take all he could out of it; I should not have kept up the farming in the state I have done if I had known that I should not have had it again unless I gave considerably more money for it, and then I began to whip a little.

2107. Are you to be understood to state that you have a farm of 600 acres, with a 21 years' lease, and that not being aware you were about to give it up, you had not taken much out of it; but that in justice to yourself, if you had been aware of it, you would have reduced its cultivation more?—Yes; in fact I fed all the young clovers with oil-cake for wheat; now there is the wheat.

2108. Whom does the dung belong to?—The dung upon that estate belongs to the landlord; that I consider a very good covenant in a lease, that it should belong to the landlord.

2109. Why do you consider it a very good covenant in a lease?—Otherwise it might take too much capital for an incoming tenant to take the farm.

2110. You would remedy the disadvantage to the tenant by making an allowance to him for the extra quality imparted to the manure in high feeding, by giving the outgoing tenant some allowance for the food which he has purchased?—That ought to be so, but that is not my case; I have abstained from using any artificial manure this year, so that the dung now is nothing but the straw yard dung.

2111. Have you used any artificial manure?—Yes; 250 *l.* worth this last year.

2112. Of what nature?—Guano, rape-cake, and star-fish; 4,000 bushels I used of the latter for my own land.

2113. What compensation do you obtain for that?—Not a farthing.

2114. Inasmuch as all manure belongs to the landlord, you obtain no compensation?—I do not. The lease only expresses farm-yard manure.

2115. Is it usual in Essex to give compensation to the outgoing tenants for the purchase of artificial manure and food?—I know of no case, unless it is a special bargain where you make a covenant to keep up the farm under an agreement between the two parties; I know of no landlord that makes a bargain to give compensation.

2116. Do you consider that a disadvantage to the cultivation of Essex generally?—I consider it a very great disadvantage.

2117. Is it your opinion as a practical man that if landlords gave this compensation there would be much increase in the produce of meat and of corn?—I have no doubt about it; I am of this opinion, that every acre of land would be capable of growing a good crop every year if compensation was given for all improvements; and some of it would grow half as much again as it does now at the latter part of the leases.

2118. In stating that increase of crop you do not confine yourself to the use of artificial manure, but include improvements by draining and otherwise?—I mean the use of artificial manure, the use of oil-cake, and draining.

2119. Is there much land you know of that requires drainage?—Yes, I have two farms that I drain well; I make the land as dry as I can; I have done a good deal of it. I have one farm of 170 acres I took four years ago last Michaelmas; I put a mile of drain right through it, from five to nine feet deep; the effect of it is most extraordinary; it cost me a great deal of money, upwards of 100 *l.*, and I have no compensation for it at the end of my term; I had a fancy about it;

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it was a nice piece of land; it was a good deal of it bog land; one acre was fenced off, being dangerous for cattle to tread upon, and now it is the best land in the parish.

2120. On the undrained land has the wheat suffered already in your opinion this year?—The undrained land, that is, the chalky marls, have suffered very much indeed; I think the tenacious loams have not suffered at present, but they will suffer more as the dry weather comes on: they will get very yellow indeed, a great many of them.

2120*. Can you estimate at all what that is worth?—Six to eight bushels, a great deal of it.

2121. You say there is a good deal of undrained land in your neighbourhood, but the draining has been practised in Essex as largely as in any part of England?—Ever since I recollect we have been draining in Essex, and my father before me; the very tenacious lands have not been drained in Essex except here and there; I have a piece of two acres, I have done on my own land, that in one year is answering very well.

2122. Do you think that where landlords cannot, from their pecuniary circumstances, afford to drain the land, if the tenants were encouraged by a general compensation to do so, that many tenants of capital would be found inclined to undertake that improvement themselves?—Plenty.

2123. Would the recognition of that claim to compensation increase the employment of agricultural labourers?—A very great deal indeed.

2124. Have you a difficulty in finding employment for labourers?—Not the least.

2125. Not on your own farm?—I farm in four parishes, and we have no surplus labourers.

2126. Are the Committee to understand that there is a system of high farming in your neighbourhood?—There is a system of high farming there.

2127. How many labourers do you employ to an acre?—That depends upon circumstances, in a great measure; in some parts of our neighbourhood where thrashing machines and things of that kind are used in winter time, they send them all away to their own localities; I farm land of that kind; I never turn my men away; although I am going to leave this farm, on my own land adjoining it I have been knocking down the fences, and putting up new fences to keep those men on, so that they should not be wanting of labour up to Michaelmas.

2128. What is the custom of compensation for acts of husbandry between incoming and outgoing tenants?—Nothing more than paying for the dung and fallows.

2129. For naked fallows?—For naked fallows, or for the tillage for turnips and sowing and hoeing.

2130. Are there many naked fallows in your part of Essex?—A great deal of the chalky marls are fallowed.

2131. Is there much of it which if thoroughly drained would be capable of growing green crops?—I believe all of it.

2132. If those permanent improvements by drainage were carried out, would not the effect be to diminish the charge for working the land, so that the incoming tenant should at least obtain some crop for his payment?—I think it would be well, but there is no doubt the draining very much facilitates the working of the land.

2133. And you have also said, that the effect of drainage would be to dispense with naked fallows, and enable the land to grow green crops in your neighbourhood?—I think that a very great effect would be produced on this land of my own where I can lay out my money freely. I do not have fallows at all, that is upon the heavy tenacious soil; I grow tares and feed them off with oil-cake; that makes capital preparation for oats; you might keep on that way for ever, and keep the land clean; when I get a stale piece of ground, I put 100 bushels of star-fish, 4 cwt. of rape dust, and 2 cwt. of guano upon it per acre. I plant mangel-wurzel, and with Garrett's horse-hoe keep it clean, which leaves it in a good state for corn after that.

2134. Although you do not obtain a return for the oil-cake expended upon the beasts, do you consider the keeping of beasts essential to high farming?—You cannot do without them.

2135. It is the only way, you see, of converting the straw into good dung?—Yes, it is the only way of converting the straw into good dung.

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2136. Does not it require some outlay in buildings, to enable you to keep them?—No doubt it does in many places. I am pretty well off for buildings; but no doubt they want a great many buildings; there is hardly one man in fifty does what I do.

2137. Then, although you stand nearly alone in the practice in your district, you have no doubt from your experience, and from what is done in your district, it will ultimately pay?—No doubt about it.

2138. Are there any other permanent improvements in other parts of Essex that could be carried out by the tenant if he were secure of compensation?—Draining and good cultivation would no doubt be gone on with.

2139. As well as chalking?—This land does not want it now. I have chalked it pretty well all over.

2140. At what expense have you chalked it?—It cost about 5 *l.* an acre.

2141. Is there any customary compensation for that?—Not a halfpenny.

2142. Could it be carried out much more largely than at present if the tenant were entitled to compensation?—A very great deal indeed.

2143. Where do you get your chalk from?—I have three wharves upon one farm I occupy, where I farm 900 acres; it comes up the river Crouch.

2144. Does it come from Kent?—It comes from Kent.

2145. What quantity do you put on per acre?—One freight contains about 75 tons, and we put that upon three acres, which costs about 9 *l.* out of the vessel; and then there are the teams to carry it on.

2146. How much do you consider it costs you a cart load when you have got it upon the land?—That would depend upon the size of the cart.

2147. How much a ton does it cost you?—We carry 24 bushels, and that would be rather more than a ton and a half; a bushel of chalk weighs about 120 lbs.

2148. What is the length of the voyage from Kent?—Forty to fifty miles water carriage.

2149. Have you any doubt that those improvements would be carried on to a greater extent than they are by the Essex farmers if they had compensation for them?—Whenever a farm is taken upon a lease, we see a great improvement. I can give an instance of two farms; in one of them the tenant took it at Michaelmas twelvemonth, and he has been carting chalk five miles to the farm; he has taken it on a 21 years' lease at a low rent. That is a farm that nobody would have; he is chalking it all over, and that will pay him well.

2150. It renders the land more open?—Yes, more open and porous; it is extraordinary the effect which it has upon tenacious land.

2151. Does it improve the quality of the produce?—Very much indeed.

2152. Mr. *Newdegate.*] You have said that there is no custom with respect to chalking?—None that I know of.

2153. Are there any other methods of improving the soil; do you burn the soil?—I have burnt some old pasture land; in this tenacious land the burning is of very little use.

2154. You say that with respect to buildings you are well off where buildings are required; supposing a tenant had the right to remove buildings which he himself put up at the expiration of his tenancy, or of offering them by valuation to the landlord, do you think that that would lead to the increase of buildings?—No doubt of it.

2155. With reference to the custom that does exist, which you say extends to dung and fallows; how is that compensation ascertained?—The valuation of the dung is taken in this way, it is measured in the heap, and valued at so much a square yard.

2156. The valuation does not extend to anything but the dung remaining on the farm, which is not spread upon the land?—No.

2157. Is there any compensation under custom for manure, which has been spread upon the land?—No, none at all.

2158. And there is no compensation for draining?—Not that I am aware of.

2159. Perhaps you can tell the Committee whether there is less custom in your district of Essex than in the adjoining counties?—That I do not know; I only know my own locality.

2160. How is the valuation calculated for this dung on the farm?—By two indifferent parties; one chosen by one man and the other chosen by the other, and they choose their umpire.

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2161. And as the items are very simple, they have not to go through many figures to ascertain it?—The proper course is by measurement.

2162. Mr. *Hayter.*] Is that the only species of compensation that is given? —The only species I know of.

2163. Supposing there is a mere tenancy-at-will, at the expiration of it the only compensation that the outgoing tenant receives is for the dung left in the yard?—For the dung and the fallows.

2164. Does he receive any compensation for labour in husbandry; for ploughing, or anything of that kind?—Yes, for ploughing.

2165. What are the holdings, Michaelmas-day or Lady-day?—At Michaelmas.

2166. Have you got a threshing machine on your farm?—No, I have not.

2167. They are common in the county, are they not?—Very common.

2168. To whom do they usually belong?—To the tenant.

2169. Does the tenant put them up?—Yes, the tenant puts them up.

2170. Can the tenant take them away?—Yes, the tenant can take them away.

2171. The whole of them?—They are not attached to the premises at all; they are merely set down and nailed to the floor.

2172. Are none of them fixed?—I should say none, unless it is just a cross brace, and merely a nail.

2173. Do you know the reason why they are not fixed?—Certainly; if they were fixed, the landlord would not, in some instances, let them be taken away.

2174. Mr. *Newdegate.*] They are horse power?—Yes, horse power.

2175. It is not frequent, for instance, to let them out, is it?—A great many are let out. I know a great many of them that have sheds for the horses to work in; these sheds cannot be removed by the tenant.

2176. And in many cases the machine is let out for hire from one farmer to another?—That is done by the machine-owner, who lets the machine, and goes with it.

2177. *Chairman.*] You say that the dung which is left on the farm ought to belong to the landlord; is that the practice in any part of the country that you are acquainted with?—I speak of the farm I hold, and am going to give up at Michaelmas; the dung does belong to the landlord; but I only mean now that it should belong to the landlord without a tenant right; if there was a tenant right, of course it might be made better, and then the outgoing tenant would be benefitted.

2178. The question referred merely to the present practice; it is the practice sometimes in your county that the dung should belong to the landlord, and not be taken at a valuation by the tenant?—I know no large estate but that, and there are several farms, the property of the late Mr. Cline, that he bought many years ago, and he bought up the tenant right; he could not let his land at any price, and he wanted some man to be tempted to go in and take the land, and not cost him much money.

2179. You have spoken of about 4,000 bushels of star-fish being used; where do they come from?—From the coast of Kent.

2180. What is the character of that manure?—It will last two or three years; I first manure with the fish, and that does very well on land with tenacious soil or for beans: I use that upon my own land; I have used a vast number of those fish upon my farms.

2181. Mr. *T. Egerton.*] Over what period of time does the oil-cake last?—I think the effect of the oil-cake would last four years from the feeding off the land.

2182. On the arable land or the other land?—The arable land fed with stock.

2183. Sir *C. Lemon.*] You say you occupied land 21 years, which you are going to give up; was that under one lease?—Under one lease.

2184. Under a 21 years' lease?—Yes; it was a lease for 21 years.

2185. Mr. *Colville.*] Will you state if the farm is low rented which you have just given up?—It is not; I think there would be some trouble to find a tenant to take it with the increased rent.

2186. What is the increased rent?—It is not a very large increased rent, but there are 40 acres of the land which have been covered with salt water, from a very high tide two years ago; it is next the sea; and that will not produce corn for the next seven years.

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2187. Have you fixed steam-engines in your county for agricultural purposes?—I know of none.

2188. Do you think it an advantage that the steam-engine should belong to the tenant, and he should have the privilege of selling it at the expiration of his tenancy?—It would be very beneficial upon the farm, and ought to belong to the tenant, no doubt.

2189. You have stated that you farm highly, and that you employ a great quantity of labour?—I do.

2190. Have you considered this point, whether in the event of a great fall in the price of agricultural produce, with the comparative fall in the price of cattle food that would be most likely to follow under those circumstances, by farming high you could farm profitably, by employing a great deal of labour and cattle food, or whether by farming low, which is merely allowing the land to produce its natural produce without stimulants, you would be most advantaged?—The only chance a man has to get money is by high farming; by farming low he is sure to get nothing.

2191. That would be likely to be the case with very low prices?—He must farm high to produce quantity, even under low prices.

2192. You have stated that one of the consequences of high farming is a great increase of employment for labour?—Yes, certainly.

2193. If everybody was to farm high would not your labour become so much more valuable, that it would be a very serious item in your account?—It is a very serious item now.

2194. Would not it be increased?—Nothing is so profitable, I think, as labour well applied.

2195. Mr. *Burroughes.*] You said that the tenants farmed the clay land upon lease in your neighbourhood?—Not in all cases; I hold all my own occupation on lease; I would not hold without.

2196. Is there any covenant in your lease for chalking or marling?—No; some of the old leases in Essex prevent a man from putting chalk on his land; I think that is abolished now.

2197. Sir *C. Lemon.*] Has there been any disinclination on the part of the tenants, in any part of Essex, to take land on lease?—No, I should say not; I think Essex has plenty of enterprise, and plenty of capital, if the farmers could hire the land with tenant rights.

2198. Generally speaking, do the farmers like the security of a lease?—Yes.

2199. What is an ordinary term of draining lease?—From 14 to 21 years, and some seven. I know where landlords like political domination and parochial interference, they will not let land for more than four years; I know several cases of that sort.

2200. Mr. *Colville.*] Which will produce generally the best farming, a lease without tenant right, or an annual agreement with tenant right?—A lease with tenant right; I should not like an annual agreement.

2201. Mr. *Newdegate.*] Should you object to it if there were compensation for all improvements?—I would rather have a permanency and keep on employing my labourers. A lease is the only sound protection to tenant and labourer.

2202. Supposing the prices fall and the rent is fixed under a lease, would you not be a loser under that lease?—I should if it were a very serious diminution; of course there will be fluctuations; a man ought to be able to bear up against a fall in corn for two or three years.

2203. The question means a permanent depreciation of the scale of prices?—The labour would be cheaper and the tithe would be lower.

2204. You calculate upon indemnifying yourself by a reduction of wages?—I have no doubt that under any reasonable rent a landlord may charge for his farm; if the farmer has tenant right he can always meet the times with a lease.

2205. The operation of the compensation under a lease would only come into effect at the expiration of it?—Yes; at the expiration of it; but he would always keep his farm in capital condition in nine cases out of ten.

2206. Would you give the power to recover dilapidations against the outgoing tenant?—Yes; I would give the landlord the same chance as the tenant.

2207. Is there any increased facility for recovering dilapidations on the part of the landlord, or for recovering improvements on the part of the tenants required?

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required?—Yes, there is plenty of room; if the landlord has a claim for dilapidations there is always plenty on the farm to pay him.

2208. Have you known cases of insolvent tenants?—Yes, but there is plenty on the farm, such as cattle and corn and so on in the land, to pay the landlord.

2209. Does that pay for dilapidations?—Yes.

2210. In cases of heavy dilapidations, as the law stands, the other creditors might have taken possession of the stock; what would there be then to pay for dilapidations?—There might be cases of that kind.

2211. Is not it the nature of the law that it should be so?—I believe it is.

2212. In a case of compensation under a lease you would refer the amount of that compensation to arbitrators?—Yes, to arbitrators.

2213. Would you require that such arbitrators should give a regular account of the items of improvements for which they charge compensation?—I think that the tenant should give an account of the quantity of oil-cake that he feeds in the year, or the quantity of corn; I think it is not anything more than fair that it should run over a certain term of years.

2214. You would have the arbitrator certify that amount?—Certainly.

2215. And return that amount as the basis of their award?—Yes.

2216. Mr. *Henley.*] What length of lease do you prefer?—I should prefer 21 years; I have two 21 years' leases, and one 16.

2217. In the event of a great fall in the price of produce, do you consider it possible that a man might break in a 21 years' lease?—He might break, but I think no provident man would break that had capital to begin with.

2218. Suppose that corn goes down to 30 *s.* a quarter?—He could manage that a little time; I think I could.

2219. Suppose a 14 years' lease to run?—We may suppose a good many things.

2220. That question is put to you; will you have the goodness to answer it?—I have no idea that we are to have wheat at 30 *s.* a quarter.

2221. Supposing it is so?—Of course he must take his chance, as the landlord does, whether it is 60 *s.* or 70 *s.*

2222. Do you suppose that it would be probable that some tenants would break under those circumstances, under 21 years' leases?—Yes.

2223. In case of a bankruptcy or insolvency of that kind, what should you propose to do with the tenant right?—No doubt the farm would be in a vast deal better state of cultivation than if he was a tenant-at-will.

2224. What would you propose to do with the tenant right then?—Of course, if this man had made permanent improvements, such as draining, or had left a vast deal of unconsumed oil-cake upon the farm, he ought to be paid for that.

2225. Or buildings?—The landlord would not be much damaged if he left buildings placed upon the farm.

2226. If the tenant has failed to pay the rent which he has covenanted to pay, having paid it only during the high price of corn, and neglected to pay it during the low price of corn, the landlord would be injured, would not he?—The landlord does not let more than half a year's rent run.

2227. If during the last 10 years of the lease the corn is at a low price, the landlord could not relet the farm at the same rent, could he?—He could if it was in the same condition.

2228. Then do you think a tenant would give as high a rent with wheat at 30 *s.* a quarter as with wheat at 60 *s.*?—I am not speaking of wheat at 30 *s.* a quarter; of course if it should go down to that, he could not let the farm at the same rent.

2229. Would not the landlord be damaged?—He would have value received, as well in the drainage remaining, and the oil-cake.

2230. Would not he be damaged with the loss of rent the last 10 years of the term?—He would not grant a lease for 21 years till he saw the times alter.

2231. Suppose a tenant breaks in the middle of a 21 years' lease, if the landlord is to submit to a reduction of rent the last 10 years of the original term in spite of the tenant right, would not he be damaged?—I never knew a case in my life where a man has broken with his lease, but he has kept his farm in such a state of cultivation that another man would give the same rent for it.

2232. In the event of a fall of prices to 30 *s.*, would not damage accrue?—I should not think the landlord would alter the rent.

2233. That is not an answer to the question?—I admit that he would be damaged.

2234. Sir *C. Lemon.*] From what period are your leases generally completed?—From Michaelmas to Michaelmas.

2235. Are the rents paid half-yearly?—They are all made payable quarterly.

2236. Are they actually paid quarterly?—No, half-yearly.

2237. Is the rent that is paid at Michaelmas rent due at that time, or the rent due at the Lady-day before?—The rent due at Michaelmas is paid in many cases on New Year's day.

2238. So that a quarter's credit is usually given?—That is only by the old aristocracy; where there are smaller men, they take it earlier.

2239. There is no general custom in the county in that respect?—No, not at all.

2240. As to the postponement of rent, is there any custom of the country?—Not at all. I have a case in point that will show the Committee at once the necessity of protection. I am an executor under a will for a family; both husband and wife are dead, and three children are left; the farm has been in the occupation of the family for the last 40 or 50 years. I know of nothing that is wrong myself in the farming; it has always been a tenancy-at-will; last Friday I had a notice to quit it; during the winter we have been carting town dung upon it; that shows that something is wanting if that is to go on.

2241. Mr. *Newdegate.*] Do you generally find that the system is more favourable to the tenants on the large estates than on the small ones?—I think a man with a large farm has more advantage to produce corn cheaper than the one upon a small farm.

2242. The question is as to the large estates, not as to the size of the farms?—I think not in Essex; now and then there are cases; generally speaking, they are quite as well off farming under a merchant.

2243. The question was as to the small proprietors?—That is what I call the merchant, the man who buys an estate of 400 acres of land; the man farming on an estate of 10,000 acres is not better off than a man farming on the other kind of estate.

2244. Do you know of any cases of land held under corporations or under the church?—I know of several large estates held under the hospitals in London; there are a great many in Essex.

2245. Do you find that those are administered on better principles than on other estates?—Those estates are farmed as well as any in Essex; a little better, perhaps, taking it altogether.

2246. The least favourable cases are where the landlord considers the rent a money payment, not making any return for improvements, or abatements?—The landlord thinks it best, of course.

2247. Are those the least favourable circumstances for the tenant?—They are the least favourable circumstances for the tenant.

2248. Do you think that the practice of considering the rent a dead payment generally prevails in Essex?—Yes.

2249. Are the landlords in the habit of assisting in improvements?—Some are; some find the tiles or pipes for the drains.

2250. Do they make any increase of buildings?—Not a great deal; some of them do.

2251. What is the habit with respect to buildings; does the landlord generally erect them or find the materials?—The landlord finds the materials; he very seldom erects them, except under special agreement; hardly any man goes and asks his landlord to build him anything; if anything is out of repair he will find the materials of repairing it.

2252. The habit is for the tenant to construct the buildings, the landlord finding the materials?—Yes, the landlord finding the materials.

2253. Is it usual at the expiration of the tenancy to remove buildings?—No.

2254. The whole improvements that take place are at the joint expense of the landlord and tenant?—Yes.

2255. *Chairman.*] What materials does the landlord find generally?—They only find bricks and tiles and timber.

2256. For the construction of buildings?—Yes.

2257. In the case you have mentioned to the Committee of the unfortunate loss in your family, are you of opinion that there will be a very considerable loss to the estate of the late tenant for the want of compensation for improvements?—We have had it now upon our hands three or four years; we have been draining every year, and the landlord finds pipes or tiles; we have been farming the farm well; it is generally understood that that proprietor never turns anybody out of home, but families seem to live there for ever.

2258. Mr. *Newdegate.*] The families have continued on the farm from generation to generation?—Yes.

2259. Mr. *Stafford.*] Is that a merchant estate?—No, it is not.

2260. Mr. *Newdegate.*] Is it under lease?—No, under tenancy at will.

2261. Mr. *Stafford.*] This is an exception to the general rule?—Upon that estate I think it is.

2262. Mr. *Colville.*] You stated that you think the best description of agreement is a lease with a tenant right?—Yes.

2263. Has it never occurred to you, that in letting land on lease for a number of years, the person may die who originally took it, and that it may fall into the hands of persons who will not farm it well, or that the persons who originally were farming it well may fall into bad circumstances, and therefore cannot continue to farm it well?—That may be; but taking the majority of cases in England, I am of opinion, that it would be a capital thing for the kingdom.

2264. Has it ever occurred to you that in giving a tenant right there is this objection, that the incoming tenant has to pay a large sum for the tenant right at a time when the greater part of his capital is required to purchase stock to get into the farm with?—That is my notion about it; it would not take so much money as people think.

2265. You do not know the amount that the tenant right has been valued at on any farm?—I have put it in figures, and according to my notion, it would not come to so much as many people think it would.

2266. Have you calculated what the tenant right is worth in the farm you have just given up?—No, I abstained all the winter from artificial manure.

2267. Mr. *Hayter.*] If you had had a lease with a tenant right, why could not you have incorporated into that a clause in the shape of tenant right?—It could be done.

2268. It is merely a lease with that species of covenant, you mean?—Yes.

2269. Those are covenants which it is desirable to have incorporated in a lease?—Supposing the tenant uses 1,000 lbs. of cake on part of this farm, and those are to be paid for again by corn, that has to run over six years, oil-cake ought not to be calculated for more than six years; then that 800 or 1,000 lbs. of cake used upon that part of the farm would not make it come to so much money as some people think.

2270. There would not be any difficulty in incorporating that in a covenant in a lease?—No; but an Act of Parliament is more effectual.

2271. Sir *C. Lemon.*] That would run up to a very considerable amount, taking, as you said, about 5 *l.* an acre to marl the land?—Yes.

2272. You calculate that lasting some years?—It will last 30 years, the chalking.

2273. If you are to be remunerated for that, a certain proportion of that 5 *l.* an acre would form a part of the compensation?—I should say that what I speak of now has been running on 21 years.

2274. Supposing a person five years before had marled a certain estate?—That would come to something besides, certainly, but he would leave it in the end of his lease.

2275. That would be a large sum to take out of the tenant's pocket who came to the farm?—He would be very glad to pay it.

2276. Mr. *Newdegate.*] You said that you thought that an Act of Parliament would be required to give this compensation, but at the same time you stated that you thought that it might be obtained by a covenant in the lease; how could an Act of Parliament be required, if the compensation was granted under the covenant in the lease, which has already taken effect?—That must all depend whether, upon different calculations, it is to be six years or ten years, or five years, or whether the drainage is to be effected in three years, or ten years; they should make it so in the lease.

2277. Then the Act of Parliament would not be required?—You could not have it carried out without an Act of Parliament.

2278. Mr. *Stafford.*] Why could it not be carried on without an Act of Parliament?—I do not believe one man in 10 dare go and ask a landlord to give him a tenant right.

2279. Mr. *Newdegate.*] Why is that?—He would turn him away directly. I know a great many landlords if you were to go and ask for a tenant right, who would give you notice to quit.

2280. Mr. *Stafford.*] You mean a lease?—You must have an Act of Parliament to make it effective to all.

2281. Would not he ask you what you meant by tenant right?—Yes.

2282. Would not that resolve itself into a lease?—No landlord would give it you.

2283. Mr. *Newdegate.*] Supposing a landlord to have the fee simple of the estate and to grant a lease, with clauses for compensation, would not the tenant be able to recover under the clauses of that lease?—No doubt about it.

2284. You stated, that if a tenant was to require those clauses, he would not obtain a lease?—Certainly not.

2285 Would the land remain unoccupied?—No; it would go into other hands.

2286. Do you think other parties would be found willing to take the land without those clauses?—I know land let without the clauses; I want to see the tenure as well secured as possible.

2287. And what you want is an Act of Parliament to render it imperative upon the landlord to grant leases of land under certain conditions prescribed by law?—Yes.

2288. Mr. *Colville.*] Would you make it retrospective?—Yes.

2289. Mr. *Newdegate.*] You would invalidate every existing agreement and lease?—Yes.

2290. That would result in this, that the land would not be let according to the value set upon it by the owner, but according to arrangements made by the law for the purpose?—It would be let according to the valuation, but not as to covenants.

2291. Mr. *Stafford.*] As to the rent it would?—The landlord would choose his own tenant.

2292. Mr. *Newdegate.*] With regard to all arrangements respecting compensation, those should in your opinion be made by law, not by the owner of the property?—Yes.

2293. Mr. *Burroughes.*] Would that make it imperative that the rents should be paid quarterly, as in Essex?—I think it ought to be so in all cases.

2294. Not permitting any arrear?—No arrear should be allowed over one quarter, unless the landlord thought it proper.

2295. Then in putting it into the hands of the Legislature and taking it out of the hands of the landlord, would you make it imperative on the landlord that he should let his land subject to certain covenants?—Yes.

2296. And the Act of Parliament should make it imperative to pay the rent quarterly?—Certainly it should.

2297. Mr. *Stafford.*] Your interference with the existing arrangements would go so far as to completely over-ride them, and to permit a landlord to eject a tenant who had a lease?—Yes.

2298. Therefore if it were not binding upon the tenant, it could not be binding upon the landlord?—No.

2299. Therefore a landlord would be enabled to eject his tenant though he had a lease?—Yes, certainly; but he would have to pay the tenant right.

2300. Mr. *Henley.*] You said you wished the law to be made retrospective?—Of course I should like to see it effective at once.

2301. Suppose a tenant had taken a farm upon a lease, at a very low rent, under conditions that he should make those specified improvements, such as drainage; do you think he ought to be paid for those improvements?—Certainly.

2302. Having held the farm at a low rent, in consequence of stipulating to lay out money upon it?—I think the man would be damaged in his bargain; he would not have got his *quid pro quo*.

2303. Supposing a landlord, granting a lease for 14 years at a low rent upon a condition that the tenant should expend money in draining his farm, according to your view he should be repaid his money, although he had already had the benefit

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benefit of it in the lowness of his rent ?—He should be paid what he had got in the soil at the moment, supposing he had laid out a vast deal of money.

2304. But where he has been paying a lower rent during the time as a consideration for his laying out that money, then he has got nothing in the soil, has he ?—Take it at seven years, and then he has got a good deal in the soil in anticipation that he is going to get something back.

2305. A man taking a farm, is the question, at a very low rent, he making covenants that he will lay out a certain amount in drainage, can have nothing in the land at the expiration of his lease, can he ?—Of course not at the expiration of his lease. I thought the question referred to the middle of his term. I say if he is paid for all his improvements, that is sufficient; the landlord will be benefited, and of course would let his land for more money.

2306. You say you would make your law to go backwards as well as forwards ?—I should supersede all agreements, and begin afresh.

2307. Then a tenant with a 21 years' lease, at the expiration of 14 years, if you make this law, would be entitled to receive back the amount of drainage he has covenanted to do under his lease, though he may have held his farm 14 years at a low rent in consequence of that covenant ?—If you pass a law, there must be of course hardships in the law.

2308. Do you contemplate that taking place ?—I do not think it would be fair, but I do not see how you could avoid it if you pass the law.

2309. Mr. *Burroughes.*] Are you acquainted with any other part of the country except Essex ?—No.

2310. Are you aware, or have you heard, that in the Norfolk leases it is almost always a specification, that a certain quantity of marling or claying should be done ?—No, I am not at all acquainted with that.

2311. Would not it be hard, if a landlord had let his land subject to so many acres being marled, and so much drainage being done, that the incoming tenant should be compelled to pay for that which it was stipulated should be done as part of the rent ?—You could not pass a law of this kind without individual hardship; but I am satisfied that the thing ought not to stop at this point. I am sure that one-third more corn than at this moment is grown could be raised if there were a good tenant right, because the tenant would know what he was doing.

2312. Have you heard such an instance as that just stated ?—There would be individual hardship against the landlord.

2313. Mr. *Newdegate.*] Should you see any injustice, if you gave this compensation to the tenant in the manner that you have just stated would be a boon, to inserting a clause on the other hand, enabling the landlord to recover from the tenant an increased rent in consideration of paying the compensation ?—Of course if he has a lease, when that lease is out, with the improvements in the land, it would let for more rent.

2314. You spoke of enabling the tenant who had improved under a lower rent to recover a certain amount of compensation ?—If you annul those leases the landlord would be open to relet the land, which would revert afresh to the landlord.

2315. Your proposition is at once to annul every lease ?—Yes, certainly.

2316. Sir *Charles Lemon.*] Would not that be a great hardship upon many tenants ?—Yes, I admit the fact. You cannot legislate so extensively without injury to individuals.

2317. Mr. *Stafford.*] From the date of the passing of your Act, or from any time specified in the Act, the whole of the land of England would be under a tenancy at will ?—Yes, all the land of England would be under a tenancy at will.

2318. And in the new market for letting ?—Yes, of course.

Mr. *Richard Croft Chawner*, called in ; and Examined.

Mr. *R. C. Chawner.*

2319. *Chairman.*] YOU reside in Staffordshire ?—I do.

2320. You are the President of the Burton-on-Trent Farmers' Club ?—I am.

2321. As a member of that club, have you made yourself acquainted with the present state of farming in that county ?—Yes.

2322. What is the custom of giving up and entering upon farms in Staffordshire ?—The incoming tenant pays for the grass seeds; he pays also for any tillage that may have been done to the fallows, and he divides with the incoming

coming tenant for the wheat crop; he takes half where it is a brush crop, and he takes one-third where it is a fallow crop; the incoming tenant also pays for the manure, and for the straw and hay, at the consuming price, that may be on the farm at the time.

2323. What is the period of entry?—Lady-day.

2324. Have you any naked fallows in Staffordshire?—There are a few. In the north, the district on the clay, there are some considerable fallows.

2325. For wheat fallows, where it is a naked fallow, the outgoing tenant takes two-thirds of the crop?—Yes, where it has been really a naked fallow during the whole of the summer.

2326. What you call a brush crop is a crop of wheat that does not follow a naked fallow?—Yes, under any other circumstances, after clover roots, or green crops of any description.

2327. Have you any compensation for the use of artificial food or artificial manure, or drainage in Staffordshire?—No, the tenants fall back upon the custom of the district, and those customs probably were fixed when nothing was known of artificial food or artificial manure.

2328. Is it your opinion that in consequence of that want of compensation the farming in Staffordshire is not so high or so productive as it would otherwise be?—Certainly, that is my opinion, that the custom upon which they rely, and which is the only protection they have, is not a sufficient protection to induce them to farm so highly as they would otherwise do.

2329. Is there much land that you are acquainted with that requires draining?—There is a great deal of land that requires draining there.

2330. Do the landlords themselves assist in the drainage of that land?—They generally find the tiles, the tenant doing the whole of the labour.

2431. But although the landlords find tiles generally, are you to be understood to say that a great deal of the land is undrained still in Staffordshire?—Yes, there is a great deal of land undrained still in Staffordshire.

2332. Do you attribute that to a want of knowledge on the part of the landlord, of the advantage of drainage, or the want of means to execute the drainage on their estates?—I attribute it chiefly to the want of capital invested on the part of the tenant, he not having a sufficient inducement to expend that capital.

2333. The question is, whether the landlords in general have sufficient means to drain their estates themselves, in your opinion?—I cannot give any opinion upon that subject; in some instances they have not, very probably; in many instances they have; but I am speaking of cases where they have no leases nor agreements of annual tenancy, and in those cases there is a great want of draining, arising from the circumstance that a tenant will not invest his capital because he has no protection beyond custom at the end of his term.

2534. Is it your opinion, that this want of draining, which you say prevails extensively in Staffordshire, would to a great extent be remedied if the tenant had security for the expenditure of his own capital in draining the land?—More men of capital I am convinced would at once cultivate the land.

2335. Is it your opinion, that if the tenant had compensation for the purchase of artificial food and artificial manure there would be an increase of produce by the embarkation of more capital on the part of the tenant?—Certainly it would be an inducement; it would not be so great an inducement as a lease, but still it would be a much greater one than anything there is at present.

2336. Is there any other kind of permanent improvement applicable to soils in Staffordshire besides draining?—There is on a large portion of the lighter soils, resting on the new red sandstone, viz., subsoiling.

2337. Is marling applicable to any of the soils in Staffordshire?—It is much required, but it is very expensive, and there is great difficulty in doing it.

2338. Mr. *Hayter*.] To what extent of country do the customs you have stated apply?—Chiefly to the light soils of Staffordshire, but there is very little difference in the whole county of Stafford.

2339. Are leases prevalent there?—No, they are not.

2340. Generally speaking, the holding is from year to year?—Yes, leases are the exception to the rule.

2241. Can you speak to the custom as prevailing generally throughout that district to which you have alluded?—Yes.

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2342. Is there any custom to allow compensation to the tenant for marling?—No, I never heard of it.

2343. Is there any custom to allow compensation to a tenant for the application of artificial manure of any description?—None whatever.

2344. Is there any other custom as between incoming and outgoing tenant, than the one to which you have referred; namely, the compensation for seeds, and for straw and hay?—No; I cannot remember any other.

2345. Has this custom to which you speak, prevailed for as long a period as you can recollect?—Yes, there has been no change in the custom that I know of.

2346. Can you suggest any alteration that would be desirable in addition to the customs you have spoken of?—Yes; I would restrict my remarks entirely to the tenancy-at-will; I conceive that where there is a lease or an agreement, each party must make his own covenants, but in agreements or leases he does not require any new or special law; each party would make their own covenants and make themselves secure; but in tenancies-at-will the only protection the tenant has is the custom of any particular district, and the custom originated at a time when people scarcely knew how to cultivate land, and much capital is now employed in land for which the customs give no protection when the tenancy is at an end. I think there has grown up a practice which has proved very prejudicial to the land, and also to the tenant, which is for the outgoing tenant to make agreements with the incoming tenant, instead of completing his contract, as he ought to do, with the landlord, in my opinion. The consequence of that is, the land suffers to an immense extent, whenever there is a change of tenancy; that the outgoing tenant is doing as little as he possibly can to the land, the incoming tenant wishing to pay, of course, as small a proportion as possible to spare his capital; I think it would be an immense improvement if the landlord stood in the place of the incoming tenant, as it would be to his interest that the land should always be kept to the highest possible amount of cultivation. The productive power should be kept up in the land to the period of the expiration of the tenancy, and this would be done if the tenant could look to the landlord for remuneration from his continuing to lay out his capital up to the time when he could not any longer receive the interest of it back, in consequence of leaving the farm, he then ought to receive it from the landlord, who ought to make the agreement with the incoming tenant. In making the new agreement the landlord would then put his outlay in the shape of rent upon the incoming tenant, and not take from him that capital he ought to have for the cultivation of his land; then the land would continue to be kept in a good state of cultivation, whereas a great portion of it now is in a bad state in consequence of this very want of security.

2347. You are speaking of that which would be a desirable covenant, not of an existing covenant?—Yes.

2348. Do you know anything of the custom as to fixtures in the erection of buildings erected by the tenants during the tenancy; to whom would buildings erected by the tenant during the tenancy belong?—To the landlord.

2349. Are there thrashing machines and steam engines in that part of the country?—There are locomotive engines.

2350. Are you acquainted with the customs in the adjoining districts?—No; not more than having a general acquaintance with them.

2351. Is there any defined limit between the customs which prevail in the province you speak of, and any other customs which prevail in any other districts?—No; there is great confusion whenever a case comes before a court of law; in nine cases out of ten the judge says there is no law in it, and you must go to arbitration, and then you bring evidence before the arbitrator, which evidence is very often of a very contradictory character, even as to the customs of the same district.

2352. Mr. *Henley.*] You said something about the capital of the tenants; are the tenants generally holding at will in Staffordshire, men of large or small capital?—I should say of small capital, rather.

2353. Do you think it would be desirable for the landlord to pay the tenant right on account of not diminishing the tenant's capital?—Yes, it would have that effect, and the landlord would charge an increased rent if he paid the outgoing tenant.

2354. Do you give that answer solely with reference to the supposition that the tenant is short of capital, or do you apply it generally?—It would be an improvement if the contract was always made between the two parties, without the intermixture of a third party, viz. the incoming tenant.

2355. Would not that require a considerable amount of capital on the part of the landlords?—That would depend entirely on the extent of the tenant right.

2356. Mr. *Newdegate.*] Are the leases or the agreements from year to year generally the more specific?—The yearly agreements are the most specific where they exist.

2357. But the covenants under the yearly agreements are not generally so strictly observed as under the leases?—I am not aware of that; I should say they are more strictly observed, in consequence of the short tenure.

2358. Then you think that some enactment is required, rather to confirm the covenants of the lease than to confirm the agreement under the yearly tenure?—No enactment is required as regards a lease or an agreement, but simply in addition to the circumstances where there is nothing left to the tenant but to fall back upon the custom; if he has a lease or an agreement, he can make any covenants he likes.

2359. Then you think that it is desirable to have the custom defined?—The custom should be defined.

2360. You have stated that the items of agreement in the yearly tenure are generally very specific?—Yes, what few I have seen.

2361. Do they not include any terms for compensation for improvements?—No, not to a sufficient extent; there is no general clause that the tenancy shall not cease before the tenant has had time to get back his capital. Take the case of drainage, for instance; there the landlord finds the tiles, but the labour is four times the cost of the tiles, and if the tenancy was determined in twelve months or two years from that time, he would not have the opportunity of recovering his property from the land; and there is no custom that would give him any compensation for it, that I am aware of.

2362. You are speaking now of Staffordshire?—Yes, I speak of Staffordshire.

2363. Supposing that the yearly agreement included special compensation to the tenant for improvements, do you not think that that would be equally advantageous to the tenant, as the same items for compensation inserted in a lease?—Yes, the items would be equally favourable; but the benefit of the agreement would not be equal to the benefit of the lease.

2364. Why do you think so?—It would not give him sufficient security to lay out his capital; he could not make his calculation over a number of years.

2365. What would it matter if he was to be compensated for any capital he laid out at the end of the year, instead of at the end of the 21 years?—I do not think he would have the same confidence, nor would he be justified in doing so.

2366. Mr. *Stafford.*] That would depend on the compensation, would not it?—It would be impossible to calculate when his tenancy would be determined at six months' notice. Large works, such as drainage, might not be half done; indeed he would have no benefit from it at all.

2367. Then he would receive the whole expense which he had laid out, would not he?—With the complete loss of his time. I do not think it would have the effect of inducing men of capital so largely to enter into the cultivation of the land by a short as by a long tenure, even if the covenants were exactly the same.

2368. Mr. *Newdegate.*] Then you desire by law that compensation should be provided at the termination of the lease?—Yes, at the termination of the lease I think it would be proper; and looking at the state of the land, and the relations of landlord and tenant, the object being to keep the land in a good state of cultivation by paying the tenant for his unexhausted improvements at the end of his lease or tenancy-at-will, you would better secure the cultivation of the land.

2369. The question put to you is this, do you think it more desirable to give compensation for improvements at the end of a lease, or at the expiration of a yearly tenure?—It prevails equally, I think, in all cases where they would change from one tenant to another.

2370. Is it not more desirable in the case of a yearly tenancy than in the case of a lease?—It is more desirable as regards the interests of the tenant.

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2371. And with regard to the improvement of the land?—Yes; I think even with regard to the improvement of the land it would be more desirable where the term was short.

2372. Then the power of recovering compensation is chiefly required in the cases of yearly tenure?—Yes, I think it is.

2373. Would not it be a very great improvement upon the present system of yearly tenure?—Yes, very great.

2374. Mr. *Stafford.*] You state that no compensation could be recovered upon a dismissal at six months' notice?—I am not aware of any.

2375. Do you think that it would be possible to compensate a tenant if there was a longer period than six months' notice given?—It would be very difficult to do it.

2376. You were understood to say that, in the case of drainage you have spoken of, it might not be half done at the termination of the tenancy, and to that it has been said, that the tenant would receive compensation for the whole of it; you have stated that that would not be equivalent, and that it would be impossible to compensate him in such a short interval of time?—The question was put comparatively as between leases and agreements, and I answered it in this way, that you could not get the same capital into the land by agreement as you can by lease.

2377. Have you any objection to answer the question absolutely, not comparing it with a lease, but simply taking it by itself; you say there are agricultural improvements for which it would be impossible to give compensation so long as the practice exists of giving six months notice to quit?—I do not think I said it would be impossible, but I would say that it would not be satisfactory.

2378. Do you think that no Bill enacting tenant-right would be satisfactory that did not render compulsory a longer notice?—I think the notice is very insufficient. There are cases in which you could not compensate a tenant in six months, where he is required to change his position, to sell his stock, and to invest again; it is too short a period; in that time I do not think you could possibly compensate him for such improvements.

2379. Could you state the minimum that would be sufficient?—I think 12 months.

2380. Mr. *Colville.*] In the event of any Act being passed to compel the landowner to remunerate the tenant for his unexhausted improvements, what do you think those unexhausted improvements should be that he ought to be remunerated for?—I think it could not be compulsory farther than this, that the tenant should call in a valuer at the end of his term; at first it might be rather difficult to define and limit the items; but he would have, as a principle, this, that where there were improvements made by the tenant with the concurrence of the landlord, and his tenancy was concluded before he had gained back his capital, which he would do if he continued a tenant, upon that basis the valuer would charge the landlord some portion of the capital invested.

2381. You would not wish him to be remunerated for any improvements he had made without the consent of his landlord?—No; I do not think he has a right to undertake it, if it be of a serious nature, without the cognisance of the landlord.

2382. You would exempt from that list artificial manure and artificial food, and you would compel those to be paid for without consulting the landlord?—Yes, that would be one recompense that he would receive at the end of his tenancy from the valuer; that where he had used in the last year or two artificial manure, and also cake, and by that made the manure so much better for the incoming tenant, he would receive some portion of that from the landlord, in order to keep the cultivation of the land up to this point during the transition from the one tenancy to the other.

2383. In the event of any alteration of the law between landlord and tenant, would you wish the subject of dilapidations to be considered?—Yes, and at the same time too.

2384. What should be accounted dilapidation to the land?—I think, as a general principle, when the valuer enters, he would have a description of the land; a schedule would be given him, containing an account of the cultivation of each field, and if he found the productive power of that farm was diminished in any way, he must bring it into detail and charge it, in addition to the neglected fences, and neglect of drains, and neglect of repairs of buildings.

2385. That

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2385. That would not be possible, would it, with regard to existing tenancies, in many cases where tenants or their families have held the farm for centuries?—You could not interfere in any retrospective manner at all.

2386. By what species of agreement do you think that agriculture would be most advanced?—I think myself, by long leases, with very simple covenants, always giving the landlord power to look over the farm, to charge for dilapidations, and if there were any dilapidations repeated, he should have power to determine the lease at six months' notice.

2387. Mr. *Newdegate.*] To whom would you refer the decision of whether he should be allowed to determine the lease or not?—The arbitrators would be called in, one by each party, who, if necessary, would appoint an umpire. I do not think there would be the slightest difficulty; perhaps the choice of the third party, who should be the umpire, would be the greatest difficulty. I think two agriculturists might do very well, but I think the third party should be some one having a knowledge of evidence.

2388. You do not make any proposal for solving that difficulty, in case of a difference between the arbitrators?—The only proposal I could make would be, that where they disagreed and wanted an umpire, I think they might fix, say, upon the judge of the county court; that is my notion, so far as I have at present considered the question.

2389. Are you aware that in many cases the county courts have been absorbed in the Small Debts Court?—Yes, I mean that court, whatever it may be called; sometimes it is called the Small Debts Court, sometimes the County Court.

2390. Do you see any objection to having such cases tried; are they usually referred to a jury at the assizes?—I have scarcely seen a case at Stafford submitted to the jury; for instance, nine out of ten are referred by the judge, and are never brought to a jury; they are always sent to arbitration.

2391. Do you see any objection to that practice of referring them, and leaving it in the hands of the judge of assize to determine to whom the question should be referred?—I see no objection to that.

2392. Would not that be the best means of obtaining that the umpire should be an impartial person?—I think probably it would.

Mr. *Charles Higby Lattimore,* called in; and Examined.

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2393. *Chairman.*] YOU are a practical Farmer, in Hertfordshire?—I reside at Wheathampstead-place, near St. Alban's.

2394. What is the prevalent term in Hertfordshire?—Yearly tenures are the rule; leases are the exception.

2395. What is the custom as to the entry and quitting of farms, as regards acts of husbandry?—The custom of entry is usually entering upon the fallows at Lady-day, commencing tenancy at Michaelmas following; every tenant is allowed to quit as he entered, if he can prove that entry, if not, the custom is laid down in the regular way, for a certain portion of the fallows to be given up at a certain time; with respect to the straw and manure, he quits as he enters.

2396. Then the outgoing tenant gives up the farm, and his tenancy ceases at Michaelmas?—Yes, at Michaelmas.

2397. But the incoming tenant has no right of entering for certain purposes at Lady-day?—Yes.

2398. For preparing the wheat stubble for turnips?—Yes, the fallow lands for turnip crops or other purposes.

2399. He does not bring in his stock, but he has only the right of entry for the purposes of preparation for the crops that will arise when his own tenancy commences?—He has the right to stock the fallows with stock; not any other part of the farm.

2400. Does he enter to plough up the seeds for wheat?—He has the privilege of sowing the seeds then on the growing crops.

2401. On the barley?—Yes.

2402. The question referred to the preparation of the clover-land for wheat; has he the power of entry, to prepare it before Michaelmas?—Not till the 29th of September.

2403. To whom does the dung belong?—It usually belongs to the farm; that is, to the landlord.

2404. What

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2404. What are the landlord's claims for dilapidations?—The landlord has a claim for dilapidations, which are generally and frequently indeed enforced, dilapidations of premises, and also for waste upon the soil; if there is any injury by cross cropping or neglect of tillage the landlord has legal power, and frequently recovers compensation upon those grounds.

2405. Do you mean when the land is fouled through weeds?—When there is grass and twitch and rubbish.

2406. What are the tenant's claims for improvements?—He has no legal claim for compensation; I never knew an instance in which a tenant could legally enforce a claim against a landlord for any improvement; I could name many such cases of an opposite kind, and two or three which recently occurred.

2407. Of what nature?—Of claims of landlords upon tenants for dilapidations; I could mention two or three cases that have recently occurred in the county, when compensation for dilapidations has been enforced by law and been paid.

2408. For what dilapidations?—Dilapidations of premises on the estate generally on the tenants quitting the farms.

2409. That was where the tenant was bound to repair?—Where he was under an agreement to repair.

2410. Was it by agreement or custom?—I should think the usual custom would enforce it; I am not aware of any agreement being entered into there; I know that has been obtained both in leases and yearly tenancies.

2411. Then as the dung belongs to the landlord, has the want of security for compensation for the purchase of artificial food and artificial manure offered discouragement to high farming?—Yes, decidedly. If a tenant knew that he was going to leave the farm, it would be a discouragement to him to feel that he had no power of recovering any compensation.

2412. You have said that the land is usually not held on lease but on yearly tenancy in Hertfordshire. Is there any difference in the cultivation of the land which is held under lease, and that which is held under yearly tenancy?—Generally there is a very great deal of difference; wherever there are leases, I think that their existence might be marked out by a stranger without his being informed of it. The difference is sufficiently striking, I think, for that.

2413. Besides the arrangement, based upon the custom of the country, between outgoing and incoming tenants, is there any private or voluntary arrangement ever made between them?—I have known instances in which written agreements have been given, which have been repudiated afterwards, in a legal sense.

2414. What is the nature of those agreements?—They are written agreements to give compensation to the tenant if at any time he receives notice to quit the farm. They have been given in lieu of a lease, the landlord not having the power to give a lease from the entail not being cut off, or something of that kind. Such agreements have been given to induce a tenant to take the farm in an exhausted state, and to put it into good condition; and I have known those agreements repudiated.

2415. By whom?—By the landlord and his agent.

2416. On what ground were they repudiated?—That there was no legal claim, although, as a matter of business, it would be considered in honour and honesty a sufficient claim for compensation; but the law, I believe, does not recognise the floating capital of tenant farmers.

2417. You are not to be understood to say that the landlord refused to act upon those agreements, but only that he stated whilst he did so, that they were not binding in law?—He referred them to law; he did say, "I reject the claim by law, and I will give nothing but what the law compels me."

2418. As a matter of fact, were those compensations paid or not?—No, they have not been paid, and the expense of lawsuits may be sometimes greater than the produce, and in some instances that would deter men from seeking the compensation. I have never known an instance where it has been attempted successfully.

2419. What is the extent of your own farm?—I do not occupy more than about 300 acres, some portion of my own.

2420. Under what tenure do you hold?—I hold under lease; I hold no land, except my own, under a 21 years' lease.

2421. In consequence of this greater security of holding, have you improved the

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the farm you occupy?—I endeavour to do so, by always laying out money, whenever there is a prospect of getting remuneration in any way for it.

2422. In what manner have you improved it?—In the first instance, by growing root crops; secondly, by feeding stock with artificial food, to the highest possible extent; and thirdly, by additions to the soil, &c.

2423. And have you made improvements by the use of artificial manure?—Yes, with home-made manure in conjunction. Mine is a light gravelly burning soil, and without root crops we could not make it grow corn by any amount of manure.

2424. Has this enabled you to increase the amount of labour employed on your farm?—Yes; I apprehend that what I pay for labour is as high, or perhaps higher, than the average of the kingdom; I pay from 40 *s.* to 50 *s.* an acre on arable land of that description, which is an amount we consider very high; it is more than double the rent.

2425. Is that much above the payment for wages on farms with no security of tenure?—Yes, I believe the average of my parish does not exceed the rental or something like it, in the case of those farms held under annual tenancy, I mean something like a pound per acre; there is a small portion held on security in my parish, and where they possess security there is a good average crop (leaving out my own as an exception); I have made inquiries, and I find they pay 30 *s.* per acre there.

2426. And how much on the land without security?—I could give you the average number of labourers resident in the parish; I could give you also, nearly the amount paid, and prove to your satisfaction that it is impossible there could be anything like that amount paid upon that portion destitute of security.

2427. Have you increased the quantity of stock upon your farm?—Yes; my plan is to keep as much as I can possibly maintain upon it.

2428. To what extent have you increased the stock?—I generally feed off about two and a half head of sheep, besides bullocks and pigs. That is on 300 acres, I should have 750, and that would be an increase of 100 per cent. on the usual average of the kingdom.

2429. Is you farm on the four-course system?—Yes.

2430. You feed 10 sheep an acre on your turnips?—Quite that, or more, including a great many lambs fatted off.

2431. Should you feel justified in carrying out this high farming on a yearly agreement without compensation for improvements?—Certainly not; I should be considered, as I have been called in former instances where I had no lease, a madman, or a fool, or something of that kind, to make such an improvement of the land only to increase the rental.

2432. You have carried out that system upon land without compensation?—I have, and suffered for it; it will be a lesson to me for life. I would never advise any neighbour of mine to attempt to follow that; it is usually the case if a man has improved the land he is made to pay a large rental in consequence, and subjects himself to all sorts of annoyances, but he never repeats the thing without security.

2433. Notwithstanding the liberality and honourable conduct of the English landlords, are there not accidents by which a tenant, relying merely upon the honour of his landlord, may be defeated in his prospects?—Yes, undoubtedly; for instance, upon the death of the landlord; I have known instances where landlords feeling that, and besides feeling the great risk which their tenants ran in making this outlay, and looking to the uncertainty of their lives, have in justice felt that they were bound to grant leases, and have done so. In fact, I think it would be very imprudent for any person to make any large outlay in creating what I may call a new soil, without having leases or security of some kind.

2434. Have you ever known that where a landlord has been liberally disposed to act fairly by his tenant, the death of that landlord has exposed that tenant to loss?—Yes, where rents have been raised in consequence immediately, and several tenants have been obliged to quit.

2435. Did those tenants quit the land without compensation for the improvements they had made?—Yes, generally they have no legal claim to compensation.

2435*. Do you think that the improved modes of husbandry can be carried out without compensation to the tenants?—They never can to any extent; they

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they may in certain spots, and individuals will be obliged to pay for them, as I have done; and I am sure it will be an effectual bar to any generally improved system of cultivation, unless there be security.

2436. Do you think that this compensation would be any disadvantage to the landlord?—No, I believe the landlord would be the greatest gainer ultimately, because his land would always be in a prosperous condition.

2437. Is it your opinion, that the produce in your neighbourhood, and also the employment of the labourers in Hertfordshire generally, would be improved if the right of the tenant to compensation was legalized?—I feel assured that it would, and I could give my own immediate district as a proof of it. In the parish in which I reside there are 27 farms; there are six held by the owners and three by leases, with full power over the soil as regards game, &c.; those farms that are held under security are well farmed, the other 18 are yearly tenancies. Those held under security form one-fourth of the parish, the others are the remaining three-fourths, and there is as much stock kept upon the one-fourth as there is upon the other three fourths; there is double the amount of stock fatted off the one-fourth, and there is 58 per cent. more labour employed on that one-fourth; and there is one-third more grain produced on it per acre; while the changes of occupancy have been as 9 to 13, and 18 to 49. The other land is equally as good, but it is not so well cultivated: that has been the result of these customs and conditions for the last 25 years.

2438. You have an extensive range of chalk hills in Hertfordshire; is chalking found an improvement on that land?—We have no immediate chalk hills there; it is dug out of the soil, some as low as 60 feet; the chalk hills do not immediately lie on that part of Hertfordshire.

2439. Speaking of Hertfordshire generally, is chalking found an improvement in that county?—Yes.

2440. Is it not carried out to the full extent?—Only in certain spots, in very small spaces.

2441. Is much drainage required in any part of Hertfordshire?—Yes; there is a considerable portion of the county requires drainage.

2442. In the northern part?—Yes; in the northern part, a great part has required drainage.

2443. So far as you are acquainted with the farmers do they feel a necessity for increased protection, in order to the outlay of their capital on their farms?—Such a feeling is gaining ground, and they are becoming more and more convinced of the indispensable necessity of it.

2444. Do you see any difficulty in making an arrangement between the outgoing and incoming tenants, as to compensation for improvements?—Not the least in the world; and the best proof we have is this: I have known several instances lately where individuals have resigned their leases, that may have many years to run, to other farmers; I know of three where such an exchange has taken place; I know all the individuals, and I beg to say they never had any difficulty in making such changes, or in arranging as to the draining, chalking, claying, subsoiling, stock feeding, or any of the other questions that can occur, or which have occurred in those instances; one tenant has walked out, and the other tenant has walked in. The plan is this: a valuation takes place, nothing whatever is said, the money is paid and all parties are satisfied; and if we can have tenant right carried out between individuals, there would be no more difficulty in making the landlord one of the parties, and so there would be no difficulty in it at all. It is payment made for value received. No man would expect a landlord to pay for what he had not value received; and if the crops are increased in value, the party making the improvements ought to be paid for them; in that way there can be no injustice done.

2445. You would make the landlord responsible, and you do not see any difficulty in making such arrangements?—No; if the landlord is going to occupy the farm he will still have the value; and as I have observed, if he is not going to occupy it, it is made more disposable, and therefore it is making the property more valuable.

2446. Mr. *Newdegate.*] In a part of your evidence you have referred to the existence of some feeling in Hertfordshire which appears to be tantamount to custom; what district do you refer to?—There is no custom that gives the tenant anything in Hertfordshire.

2447. The question referred to the happy state of things, in which you said that there was no difficulty in obtaining compensation?—There were three instances in which gentlemen transferred their leases or holdings to neighbours, on giving compensation.

2448. Where was that?—In Hertfordshire.

2449. What district of Hertfordshire?—One is at Flamsteadbury; another case was the Lodge Farm, King's Walden, and another, the Bury Farm, Wheathampstead. In two of those cases a lease existed, and in the other it was a yearly tenancy, but it was just the same; there was no difficulty; the landlord consenting thereto, and no agent or middleman allowed to interfere.

2450. That which you seem to desire most is an increased facility for recovering compensation for improvements?—Yes, I think what we require is, that the law should hold the balance equally and fairly between the landlord and tenant. I have already said that in several instances lately the landlord has brought a claim for dilapidations against the tenant, and in each case he has recovered it; but I never, on the other hand, knew of cases, and I have inquired of all the valuers and practical men in my county, I never heard of, nor knew of, instances in which the tenant recovered if the law was disputed. Many of our landlords are good and just, and do not dispute; but where they do we never get compensation. I want the law to be equal between the two. That if it is fair that the landlord should have the power (I do not object to it) of suing his tenant for dilapidations and waste of property, it is equally just that the tenant should have a similar claim upon the landlord for improvements.

2451. That comes to this, that what is desirable is increased facilities for recovering compensation for improvements?—To put us on an equal footing.

2452. What you desire is, increased facility for recovering compensation for improvements?—Of course we do; we require increased facilities. We want the law to be as simple on our side as it is on the other; there is no difficulty in the landlord recovering for dilapidations.

2453. Is the law in the case of dilapidations in all cases effectual in favour of the landlord?—I say that the law has given the landlord the power; it is a simple law of debtor and, creditor, and, if appealed to, the law will give a verdict at once in accordance with the evidence.

2454. Should you be satisfied if the law gave the tenant power to recover summarily against the landlord?—Certainly. I take it as a law of debtor and creditor; I say, that the law, when appealed to, should hold the balance even between the parties, giving compensation for damage on the one side, and for improvement on the other.

2455. The question is this: supposing the landlord were to be insolvent, would you let the tenant suffer the same loss that the landlord does at present under the law where the tenant is insolvent?—You cannot make a private law of exception in any kind of property; all kinds of property should stand on the same footing. I should be satisfied if the tenants had the same justice which is open to other creditors. If the landlord is insolvent there is the estate, and the tenant's claim is as good against the landlord as the landlord's claim is against the tenant; they must take their chance.

2456. Are you aware that if the estate is entailed, that the tenant would have no power of recovering against the landlord's executors after his death?—That is speaking of the law of entail. I do not think the claims of the tenant ought to suffer in consequence.

2457. Will you be so good as to answer the question; are you aware that where the landlord's estate is entailed and he becomes insolvent or dies, that the tenant would have no power to recover any more than the landlord has the power to recover against an insolvent tenant?—I should be quite satisfied with equal justice.

2458. Will you answer the question; do you know that that is the fact?—I do not know that that is the case.

2459. Will you be so good as to state whether the custom in Hertfordshire is not in some cases extended to compensation for drainage?—I know of none where legally it can be enforced; nor where it is likely to be enforced.

2460. Have you known instances where agreements have been repudiated by the landlord?—Yes.

2461. If the agreement had been taken into court, would not the tenant have had power to recover under it?—We find in those instances that it might be

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be enforced, but from the difficulty and the technicalities of the law, and the want of that legislation which I have before alluded to, the tenant farmers do not resort to that. I could never find a lawyer who could tell me what statute it is in, or point to any clause that is to be found relating to tenant farmers' capital. I do not know such a phrase, and for the want of this legislation, I say he cannot recover.

2462. Still you do not meet the question; you have stated that you have known instances in which there have been agreements to give compensation for improvements, that they have been repudiated by the landlord, and that they have not been recovered, and you were asked why was not that compensation recovered?—In consequence, I consider, of the landlord repudiating the agreement, and the deficiency of the law preventing the tenant recovering his compensation.

2463. Then you mean to state that the law would not enable a tenant to recover under a specific agreement that to which he was entitled?—If the landlord was a dishonourable man, I believe he could set that agreement aside, and either from want of means, or want of nerve, or want of courage on the part of the tenant, such agreements may be, and have been defeated.

2464. Did that loss arise from the deficiency of the tenant in courage, or justice to himself, or from any inapplicability on the part of the law?—I have said from the want of legal recognition of the capital, and the want of law giving that protection to tenants' floating capital that it gives to fixed capital.

2465. What has legal recognition of capital to do with the terms of a specific agreement?—In a court of law there must be some power of recovery.

2466. In what does an agreement for compensation differ from an agreement to pay any sum between two individuals?—An agreement in commercial matters limits it to things tangible by law. Commercial property and agricultural property are very different matters. In manufactures an agreement would be recognised by law, but I do not know such a thing as floating capital of the tenant farmer, and I say that there is no such legal phrase that I am aware of.

2467. Are you aware that it is perfectly possible to recover at law a pepper-corn rent?—Perhaps there may be. The landlord has full security in every way. I think rent may be recovered in every shape.

2468. Do you know that if bound by agreement the tenant could recover by law a pepper-corn from the landlord?—No, I believe there would be more difficulty in the one case than in the other. I do not say it would be impossible, but I say that I think there is much greater difficulty in recovering in the one case than in the other.

2469. In fact, if an agreement subsists between the landlord and the tenant, that agreement is not applicable by law in favour of the tenant, although it would be in favour of the landlord?—I think the power of recovering on the part of the tenant is very inferior to the power of the landlord recovering against the tenant; the law does not hold the balance between the two fairly.

2470. Then would you state generally that the law of England is so constituted that there is no power of recovering in favour of the weaker party?—It is a difficult process, and the law does not give that security to the one party that it does to the other.

2471. Your answer applies to compensation under the terms of a special agreement?—I have said once or twice that I believe the tenant does not stand upon fair terms with his landlord.

2472. Does what you state apply to compensation under the terms of a special agreement?—It would be very difficult to recover the compensation under the present state of the law. I do not say that it would be impossible. I speak from experience.

2473. Then your impression is, that, as the law stands, one party can recover under the terms of a special agreement, and the other party cannot?—You may construe it in that way; the difficulty is so great, that it is almost an absolute bar. I never knew an instance where it was recovered by the tenant-at-law.

2474. Did you ever know an instance where it was tried?—Yes.

2475. In court?—By law; that is, by legal process. There was a case that would have come into court the other day, but that was settled at the last half hour; there have been instances brought into court; in my boyhood I recollect such an instance.

2476. Of late years, have you known an instance under which it was impossible

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sible to recover compensation under a specific agreement where it has been tried in court?—I have never known anything recovered. I have known it attempted several times.

2477. Have you ever known a case tried of late years?—Yes, there have been cases tried some time ago, not very recently. That case I alluded to was settled at the last moment, or it would have come on this last term; but there have been several cases tried.

2478. Cases you have known?—I recollect one or two perfectly well.

2479. And in those cases there was a specific agreement, and it was found impossible to recover compensation?—I am not speaking of a specific agreement; I have known cases tried by legal process, and the compensation was not got. I have not known an action by specific agreement, but damages by the landlord have been recovered.

2480. Your first statement was in relation to specific agreement?—I said I knew where such agreements had been repudiated, and I said by law it would be almost impossible, the difficulties were so great, to recover compensation; that the tenant would be prevented from recovering, and it must be considered an effectual barrier.

2481. Might not it be the case that the claim to be recovered was not worth the litigation?—I never knew anything recovered on the part of a tenant against a landlord.

2482. In cases in which a tenant has attempted to recover against a landlord and failed to proceed, were those cases in which the sum to be recovered was not worth the litigation?—I should say, in the instance I especially alluded to, the claim would amount to something like two years' rent, which would be substantiated, and two years' rental upon a farm ought to be sufficient to cover any expense of litigation thereupon.

2483. In that case, was that under a specific agreement?—Yes; I can give you the clause under which it is claimed. If the tenant A. receives a notice from his landlord B., he having made extensive improvements, then two men of business are to be appointed to decide, in the usual way, what the tenant is entitled to.

2484. In that case, did the arbitrator award to the tenant special compensation?—The arbitrator on the part of the landlord refused to agree to a referee, or to go into it by other arbitrators, and a third party was chosen; the landlord then repudiated, and refused to act upon that. He did appoint an arbitrator, but he refused to go into the arbitration by the appointment of the referee. I do not say he could escape the penalty by the refusal of his agent, but the law becomes a dead letter except by action.

2485. Was the action instituted?—An action was brought to recover damages.

2486. Did that action succeed, or did it fail?—It so far failed, that it has been three years and a half on the tapis; there have been all sorts of demurrers raised upon the point of law, and there is no reasonable hope for success; there is very little chance of success; the law is against the tenant, and therefore the prospect would not be very bright.

2487. The case has not yet been tried?—No; the opinion of lawyers is that there is no law to recognise a tenant's claim.

2488. That case has not been tried?—No; it has been, as I have already said, pending three years and a half.

2489. Then what you have stated seems to come to this, that there is a necessity for urging facilities to recover compensation under agreement?—Yes; that the law should be simple and distinct.

2490. Should you be willing to put claims for dilapidation under the same category?—Yes; equal justice to both parties is all I ask for.

2491. Have you formed any opinion as to the kind of court that should decide those cases?—I do not know that we want a separate court for them; I think the less we have to do with law the better; they are generally left to arbitration at last; the legal gentlemen understand the law, and we understand the practical part better than they do.

2492. You are speaking of cases under agreements, the interpretation of which is defined by gentlemen of the law; have you formed any opinion in case of difference of opinion between the arbitrators, as to whom those cases should be referred?—My own mind is this, that if the law were simple and clear, so little reference to the law would there be called for that the judges of the County Court would be sufficient, and it would be a less expensive process too.

2493. You are in favour, then, of referring those cases to the judges of the County Courts?—I think it might be fairly done; it is a suggestion of my own; I think it would be simple and unexpensive.

2494. Mr. *Henley.*] You have stated that in the parish in which you live a certain portion of it is much better farmed than the other part?—Yes.

2495. That part was held under lease?—It is held by the owners, or with security under lease; I hold mine under a 21 years' lease; men holding land from generation to generation as their own property have security.

2496. That has secured this high cultivation?—It is high cultivation compared to the other.

2497. You have also stated that in three cases you have named arrangements have been made between the incoming and outgoing tenants as to the payment of money, two of which cases were under a lease, and one under an agreement? —Yes.

2498. You have stated, also, that in one case you named some litigation has taken place upon the agreement and is now going on and is not decided?—Yes, I have.

2499. That was a case of arbitration, was not it?—The agreement expressed arbitration as the means of settling the differences in the event of the tenants receiving notice.

2500. And the litigation has taken place in consequence of one of the arbitrators declining to do anything?—Yes, declining to do anything.

2501. And the tenant has by that means lost his remedy?—Yes, but he has the law.

2502. In the event of what is called tenant-right being to be decided by arbitration, and the arbitrator declining to do his duty, what better position would the tenant be in then?—If the party refused to act, another individual ought to be appointed to take his place, or the case decided without him.

2503. If there is a law to make the arbitrator do his duty it would be a general law?—We should have no difficulty more than in the County Court; it would be equally simple.

2504. Tell the Committee, if you please, in what way you would propose to make an arbitrator of tenant-right do his duty, when an arbitrator under agreement has refused to do his duty?—The landowner should be compelled to do his duty. If the landlord, under the present state of the law, chooses to say "The law is in my favour and not in yours, I will not give you anything unless the law compels me," he can do so, and by so doing he sanctions this dereliction of duty on the part of the arbitrator, and abets the injustice.

2505. Tell the Committee, if you please, in what way you would propose to make an arbitrator of tenant-right do his duty, when an arbitrator under agreement has refused to do his duty?—The deficiency of legal recognition of a farmer's floating property now places him out of court; then, I say, he would be in court, because the balance would be in favour of the farmer's floating capital being recognised.

2506. What has the recognition of the tenant's capital to do with the neglect of the arbitrator to make the award?—It has this to do with it, it gives him a legal standing which he has not now; the agricultural tenant has no legal existence unless he has a lease, and that only gives him security of tenure.

2507. Do you suppose that the agricultural tenant has no remedy by the covenants of his lease against his landlord?—Yes, as to tenure.

2508. Not speaking of tenure, but speaking of covenants?—As to covenants for improvements, I should say he has not.

2509. That is your opinion?—Yes; yet at the close of his agreement, he may attempt to enforce it by law; an honourable man would never object to fulfil his covenant.

2510. Is it your opinion, that a tenant with covenant compelling the claim, has no remedy against his landlord?—I do not say he has no remedy, but a yearly tenant has none; it may give him power to recover under special covenants.

2511. Speaking of the covenants under a lease, how should you propose that the arbitrator to be appointed to settle tenant-right should be compelled to act; state to the Committee if you have any opinion how an arbitrator who declines to do his duty, could be compelled to act?—The law would compel the settlement of the question, but now the law takes no cognisance of the one party; there would be no difficulty in a clearly defined system of tenant-right in each party getting justice.

2512. You have told the Committee, that in the case alluded to under the agreement, the tenant lost his remedy because the arbitrator would not act?—I said, there was no law for him, and the arbitrator who refused to act might think so; that might be his inducement not to act, knowing there was no law for the other party.

2513. Arbitrators can only decide upon matters referred to them by special agreement or by law?—An arbitrator in any other case would have acted in a different way if the two parties had been upon a legal footing; the only disparagement is the disparagement of law.

2514. The difficulty is in making an arbitrator act?—There would be no difficulty if the employer was disposed to act justly.

2515. Why should not a man be as dishonest under an Act of Parliament as under agreement?—He must act then.

2516. Why?—The law enforces the attendance of witnesses in cases of debts and other matters.

2517. Suppose the arbitrator refused to act, what would your remedy be?—I say that if the law was decisive, or the landowners had been honestly disposed, he would not have suffered his agreement to have been violated through the perverseness of any individual

2518. Why should he be more honourable under an Act of Parliament than under a signed agreement?—He is compelled.

2519. Why is he compelled?—The law will compel an arbitrator to act in the case of dilapidations, or it will make the award to the other party; and I complain that we do not stand upon equal terms, and I believe if we had that power, there would be no cause of complaint on either side.

2520. If the landlord and tenant make an agreement to settle a dispute by arbitration, do you say the law would not enforce the award made?—I said there was a means of deciding the agreement, but that there was a deficiency of law.

2521. What are the means of deciding the agreement?—Simply the means which are employed in matters of debtor and creditor in the County Court, which would not be equally available; there are those means of deciding.

2522. What are the available means of deciding?—I say there is a deficiency of the law; I ask to have this thing set right, that the tenant should have an equal recognition and security by law for his property, that the landlord has in his claims against the tenant.

2523. You say that the difficulty in the case you have alluded to arose from the arbitrator not acting; how can you compel the arbitrator to act under a tenant-right?—If there was any law to legalise the claims of the tenant, it could be enforced, and the case settled by the evidence of the other party; but as there is no such law, I maintain that he has not the power of enforcing it. It is matter of opinion; but I say there is no law containing a clause recognising the tenant farmer's capital.

2524. In your opinion, an arbitrator appointed under the authority of an Act of Parliament, would be more easily compelled to act than an arbitrator appointed under special agreement?—Yes; because the Act of Parliament would give cognisance, which the law now does not. If we had the Tenant Right Bill, the law would take cognisance of the property and capital of the farmer.

2525-6. Suppose you had an award made under an Act of Parliament, how would you propose to recover the money?—By the same process as other debts are recovered; I want no special power of recovery on the part of the tenant; he must take his chance as the landlord must against the tenant. If the tenant fails, the landlord takes his chance; if the landlord fails the tenant takes his.

2527. In your opinion should the remedy be against the landlord or against the incoming tenant?—Against the estate; no doubt the incoming tenant would have to settle it; but, as I observed, the remedy should be against the estate.

2528. Having a legal remedy against the estate, against whom do you propose

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pose to take it, against the occupier or landlord?—The owner of the estate must be responsible for his own property, as the owner of the floating capital is responsible for dilapidations.

2529. Then you would have the remedy against the landlord?—Yes; where I receive any improvements made upon my estate, that estate having the value of another man's goods, ought to be bound to make compensation.

2530. Having your remedy against the landlord, how would you propose to make him pay?—In the same way as other debts are recovered; I think it is a question of simple debt.

2531. Have you formed any opinion how you would proceed?—I think it should be recovered as other debts are.

2532. You say you would go against the landlord; supposing the landlord to have left the country, and that there is no tenant in possession, how would you deal with that case?—I say the claim would still be against the estate, that is, against the owner of the estate; you could not sue a stranger for it.

2533. How would you get your money, supposing the landlord to be in Paris, and the estate is let to a new tenant?—By the same process that any other debt could be recovered of that individual.

2534. You would not in that case come upon the succeeding occupier of the soil?—Certainly not; he could not be accountable for the debts of another man.

2535. Who would have the advantage of the unexhausted improvements in that case?—The man who owns the land undoubtedly, let him be who he will.

2536. In the event of an insolvent having broken upon a lease, and his assignees entering into it, who would have the benefit of it?—I think that must be settled in the usual way; I think the just claims of an individual for improvements made for the benefit of the landlord ought to be recoverable; then if the tenant failed it would be from his own misfortune.

2537. How would you propose that the tenant should proceed to get his money?—I should say that the tenant, unless he was a very illiberal man, would be satisfied with the usual process of recovery. I never heard of a tenant who would want an exceptional law in his favour. If the law would put him on the same footing with the landlord, there would be the same advantage for all parties.

2538. The landlord comes for his rent upon what is on the land; do you think the tenant ought to come upon the succeeding occupier, or against the landlord as for debt?—The tenant's claim is upon the owner of the estate, or the party receiving the rent.

2539. Should you take it as a debt?—Yes, it is a debt due from the estate.

2540. The security to the outgoing tenant would be much less in that case than the other?—He would stand upon the same footing as the other creditors, and if the landlord were put upon the same footing, the tenant would be satisfied.

2541. He would not have his remedy against the man who has the benefit of the improvements?—No, not if there was a landlord; but I say the man who takes the rent is the nominal owner, and receives the value of the improvements in the enhancement of rent.

2542. Then you would prefer having the remedy by debt?—I am satisfied with the usual process of recovering debt. I should not want an exceptional claim in my favour.

2543. Are you content with the security you have under your 21 years' lease?—Yes, but not to farm as I do now at the end of the lease; we have now no recognition of security, and as the landlord gives you nothing at the end of the lease, two-thirds of the time of the lease are occupied in getting the land into good condition, and the last part of it is occupied in getting it out again, so that not more than one-third of the time, even under leases, is the land farmed in the highest way; that is a great loss to the country, and must be a serious drawback to the labourers. I could prove, as I have said, that the amount paid for labour on three-fourths of the land in my neighbourhood is not equal by 58 per cent. to what has been paid on the other portion farmed under security.

2544. Of course there is more labour under high farming than under low farming?—Yes; and there also is a greatly increased loss from the want of the additional produce of the land. It is a system of poverty from one end to the other. The landlords do not get rich, the tenants are poor, and the labourers are occasionally in a state of semi-starvation.

2545. Yet you say that this high cultivation has taken place at present under lease, and you have told the Committee that from circumstances which have occurred, parties have by their own agreements in these matters passed the farms from hand to hand with perfect satisfaction?—By private agreement between two farmers; there is no difficulty in ascertaining the amount of compensation.

2546. And that might be done with a valid agreement, if parties were disposed?—It will never be done so under the present system.

2547. Do you think it is possible that it might be done?—If men were all honest we should not want courts to recover debts.

2548. *Chairman.*] Are you aware whether in point of law owners of settled estates are able to make agreements to bind their successors in possession of the land, unless it correspond with the custom of the country?—Yes, I believe they are unable in some instances to do so, and I know where leases have been peremptorily refused by landlords in consequence; all we want is to have security to the tenant, and I hope that part of the law will be amended.

Jovis, 30° *die Martii,* 1848.

MEMBERS PRESENT:

Mr. Burroughes.	Mr. Henley.
Mr. Colville.	Sir C. Lemon.
Mr. Evelyn Denison.	Mr. Newdegate.
Mr. Tatton Egerton.	Mr. Pusey.
Mr. Hayter.	Mr. Stafford.

PHILIP PUSEY, Esq. in the Chair.

Mr. *Edward Page,* called in; and Examined.

2549. *Chairman.*] YOU are an extensive Land Surveyor, and also a Land Agent, at Beverley, in the East Riding of Yorkshire?—I am.

2550. Have you had occasion in the course of your professional occupations to make yourself well acquainted with the East Riding of Yorkshire?—I know most of the East Riding of Yorkshire; the principal part of my business has been in that riding.

2551. Can you tell the Committee to what extent you have measured and surveyed the land in the East Riding of Yorkshire?—I think I have surveyed and valued nearly half the East Riding.

2552. How many acres would that be?—Perhaps between 300,000 and 400,000 acres.

2553. You are also agent for a very large property in the East Riding?—For a considerable property in the East Riding.

2554. What is the extent of that?—About 15,000, or 16,000 acres.

2555. What is the custom as between outgoing and incoming tenants in the East Riding of Yorkshire; first with regard to acts of husbandry?—The off-going tenant, as we call him, is entitled to a way-going crop, varying from one-third to one-fourth of the arable, according to the description of land he farms; the way-going crop in the wold farms averages one-fourth part of the arable, therefore, if a tenant had 400 acres of arable land, he would have a right to a way-going crop from 100 acres.

2556. Mr. *Henley.*] What are your holdings?—Nearly universally Lady-day holdings.

2557. *Chairman.*] Will you proceed with your statement?—Upon the wold part of the riding I think I stated that they had one quarter part of the arable land as a way-going crop; upon the stronger soils, Holderness, for instance, and the west side of the wolds, which is called Howdenshire, the way-going crop averages one-third part of the arable land.

2558. I think the East Riding of Yorkshire is comprised of a high range of chalk hills running through the county; the strong land called Holderness, and another district of mixed land, but rather strong, on the west side of the wolds,

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wolds, is called Howdenshire?—It is; and in Holderness and Howdenshire, one-third part of the arable land for a way-going crop, generally prevails.

2559. Then the outgoing tenant sows the wheat?—He does; upon the wolds, the way-going crop is either sown after rape, turnips, or seeds, depastured the summer previous; he sows wheat, barley, oats, &c., as the case may require, and he leaves the crop at a valuation, to be taken by the oncoming tenant, who has to pay the amount of this valuation, deducting the average rent per acre of the farm upon which the way-going crop has grown, which is called the onstand, also deducting the expenses for inning and outing, which is reaping, leading, thrashing, delivering, stacking, and every other expense attending the bringing of the corn to market; also deducting one year's parochial taxes for that part of the land upon which the way-going crop has grown. The oncoming tenant gets the straw and the eatage thereof; but he has to allow the off-going tenant 6 *s.* or 7 *s.* per acre, or something of that sort, for the eatage of the straw.

2560. To whom does the dung belong generally?—It is various; I should say three parts out of four belong to the land.

2561. Has the outgoing tenant any compensation for the purchase of artificial manure, or artificial food for stock?—No, not any.

2562. Is there any compensation for draining or chalking the land?—Not any.

2563. Is it generally the practice to employ those means of increasing the productiveness of the soil?—No, it is not. There has been a certain portion drained, and there has been a certain portion that has been chalked or marled, but not to any very great extent.

2564. Your wold land may be divided into two parts, the southern part, which is lower, and on which the soil is of rather a calcareous character, and the northern or higher part, on which chalking is beneficial?—It all lies upon the chalk rock, and not far from it; it may be divided into two parts, that is, the thin soils of the wolds, which are not confined to any particular district either south or north, and the deep soils; as to the thin soils, I do not believe that chalking would improve them; but I believe the deep soils would be greatly benefited by chalking.

2565. Do you not marl a good deal of deep soil upon the highest wolds?—Not a great deal.

2566. Do the turnip crops suffer from the want of chalking upon that land?—Yes, very much, both the turnip and corn crops.

2567. How do the turnip crops suffer?—It fingers and toes; it is an unhealthy plant altogether; it never gets to any very great size; it grows thin upon the ground, and it is with great difficulty a crop can be got at all upon the very deep soils; the corn also comes up very thin; it never spreads; it is always of a very grass-green appearance, and generally very late in ripening, the quality of the corn is always inferior, as well as the quantity; it also produces a very large quantity of different kinds of weeds, such as catlocks, runches, and other weeds, more than lighter soils do.

2568. Have you any doubt that those evils would be greatly diminished by the general adoption of chalking?—I think they would, for wherever the land has been chalked in a proper way, the evil has been entirely removed.

2569. You stated, that on the wold farms there is no general practice of using cake for feeding cattle for the improvement of manure?—No, there is not; there is some cake used, not to any great extent.

2570. Is the making of manure neglected on the wold farms, as compared with the wolds of Lincolnshire?—I cannot speak to that; I am not sufficiently acquainted with Lincolnshire to draw a comparison. I can only go from information I have received.

2571. Then without drawing any comparison, should you say that the straw was made the most of in being converted into manure, or that it is sometimes left in the fields where it has been thrashed with a moveable steam-engine?—Upon the wolds particularly, they do not pay any great attention to making the straw into manure. Upon the large wold farms it is very often stacked and thrashed in the fields; and I have seen straw that has laid in the fields for a twelvemonth afterwards; and of course it was very imperfectly made into manure.

2572. Your attention is now called to the deep land of the East Riding; and

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and first as to Holderness; is that district in your opinion as much drained as it ought to be?—No, it is not.

2573. What is the usual mode of cultivation in Holderness?—The usual mode is two crops and a fallow, with few exceptions.

2574. Two white crops and a naked fallow?—Yes, a summer fallow; where they have got the land drained they can grow turnips and rape.

2575. The two white crops and naked fallows may be considered as the primitive mode of husbandry?—That has been the mode of husbandry in that district for hundreds of years, no doubt.

2576. In your opinion, if the land were drained could a more advantageous course of husbandry be followed?—I think very much so.

2577. Do you think that much of that land would be capable of bearing green crops, instead of being subjected to naked fallows?—I believe so; I have seen it frequently, where the land has been drained it bears green crops of clovers and small seeds uncommonly well, both for depasturing and mowing; and in some cases turnips and rape are grown and eaten upon the ground.

2578. Mr. *Newdegate.*] Are those the white or the Swede turnips?—Both; Holderness is particularly adapted to the growth of Swede turnips; if the land were drained it is a good strong soil.

2579. On the wolds are the Swedes as extensively cultivated as in the Holderness country?—The Swedes are not much cultivated on the high wolds; every farmer grows a few acres, to draw off for the use of his cattle in the fold-yard.

2580. *Chairman.*] They grow more common turnips?—Yes, white turnips.

2581. Mr. *Borroughes.*] Do you grow any mangel-wurzel?—No, not upon the wolds, nor much in Holderness.

2582. *Chairman.*] As to the district that lies on the west of the wolds, is that as much drained as it ought to be?—No; it is not drained any more than Holderness.

2583. In your opinion, would its production be greatly increased by drainage?—No doubt it would.

2584. Are you acquainted with the long tract of very unproductive sand land in Howdenshire?—I know there is a tract of sand land on that side of the wolds.

2585. You are not particularly acquainted with that, are you?—I have improved 300 or 400 acres of sand land at Newbald, on the west side of the wolds.

2586. Is that the portion of the district of flowing sand that stretches from the Humber up to Stamford Bridge?—No, it is not, but it is very sandy land.

2587. How did you improve it?—It had never been cultivated in any way; it was ling and moss, and full of water. I was employed to improve it. In the first place, I drained it three, four, and in some cases five feet deep (it was all sand even to that depth), and then I fenced it with quick wood, and posts, and rails. I also pared and burnt it, to destroy the rough stuff which was upon the surface; I then marled it with marl got out of the land; I then let it to rent.

2588. How much marl an acre did you put on it?—Two hundred cubic yards.

2589. You have mentioned to the Committee various modes of improvement which would tend generally to increase the productiveness of the different soils of the East Riding of Yorkshire; is it your opinion that the landlords have the means and inclination out of their annual incomes to carry all those improvements into effect?—I think they have the means.

2590. Do you think they have the inclination?—Not all of them.

2591. Then if the tenants had a greater security for the outlay of their capital in such improvements, is it your opinion that they would be induced to so expend their capital?—I think they would.

2592. Those permanent improvements might be adopted to a very considerable extent, so as materially to increase the productiveness of the country, and the employment of agricultural labourers?—I believe that the East Riding is capable of being improved to a very considerable extent, and would employ a very great increase of agricultural labourers.

2593. Can you speak to any other remarkable improvements that have been made in any part of the East Riding?—No, there has been none except good cultivation;

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cultivation; many of the farmers cultivate the land exceedingly well, and they got bones to the wold land for the turnip and rape crops.

2594. Mr. *Hayter.*] Is the property chiefly let on lease, or from year to year?—From year to year chiefly.

2595. *Chairman.*] In what state are the buildings ordinarily on the farms?—Tolerably good.

2596. Is there any steam power?—No.

2597. Are the farms large in extent, or small?—There are some few large farms, but I should say generally they run from 200 to 400 acres.

2598. That is the ordinary run of the farms?—Yes.

2599. Are you acquainted with the customs in any other adjoining district besides that you have spoken of?—Not very well.

2600. So as not to speak distinctly to them?—No; I know some part of the North Riding, which is similar to what I have described respecting the East Riding.

2601. And the same customs prevail as to tenant right in that district as prevail in the district you have spoken of?—In an estate which I surveyed last year, of about 13,000 acres, the same customs prevail.

2602. Mr. *T. Egerton.*] When the chalking and marling is done, is it by agreement between the landlord and tenant?—I think the tenant does it at his own risk; I never heard of any agreement.

2603. Mr. *Henley.*] The proportion of corn you have told us of is one-fourth part of the arable; is that one-fourth part of each description of corn sown?—No; supposing a man had 100 acres of arable land, when he left the farm he would have 25 acres for his waygoing crop, and he might sow that 25 acres with either wheat, oats, or barley, or whatever he chose.

2604. Is he forced to take any proportion of each sort?—No, he sows whichever he considers most profitable.

2605. Does the same answer apply to that portion of the district where one-third is taken?—Exactly so; just the same.

2606. In Holderness is there much grass land held with the arable?—Not a very great deal; a great portion of the grass land has been ploughed out within the last 40 years.

2607. And broken up into tillage?—Yes.

2608. Are the farms large in Holderness?—No, not more than 200 acres on the average; perhaps not quite so much.

2609. Are they occupied generally by men with a full amount of capital, or with narrow means as to capital?—Both ways; I should say they are not very wealthy farmers there.

2610. Mr. *T. Egerton.*] You have several large farms near Beverley?—Yes, we have some large farms.

2611. That portion of the district which you are speaking of, you say great advantage would be derived from draining it; what opportunities have you of falls for draining?—In some places we have very bad falls, particularly in small estates, which are often surrounded by estates of large proprietors, whose outfall ditches are frequently very shallow, and they cannot go into the adjoining lands to deepen them.

2612. Are you not obliged to make all your drains fall towards the great drains?—Yes.

2613. The drains kept up by the Commissioners?—Yes, that is, the great sewers; they fall towards them; but they are kept in very bad condition, generally speaking.

2614. Mr. *Newdegate.*] The tendency of your evidence is, that the custom of the country in the North Riding extends usually to the way-going crop, as between outgoing and incoming tenants?—I can only speak to that part of the North Riding that I have had something to do with; upon the estate I surveyed last year, the customs appeared to be as nearly like those in the East Riding as possible.

2615. And the customs are exclusive in the particulars to which allusion has been made, with reference to tillages, and with reference to the right of the outgoing tenant to take the crop which would accrue from his own tillage?—Yes.

2616. And the custom does not extend, does it, to drainage, to marling, or to chalking, which are the improvements which you think most requisite?—

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There is no custom to compensate the tenant for anything of that kind that he may do upon his farm.

2617. You stated that in one of the middle districts you improved a farm extensively, where the soil was sandy, by drainage, by marling, and by inclosing it?—Yes.

2618. To none of those improvements does the custom apply?—No, none at all.

2619. Are those farms generally held upon lease or by agreement?—By agreement from year to year.

2620. Are those agreements in general specific in the terms which regulate the compensation between landlord and tenant?—Yes, they are very particular.

2621. Do you think they are uselessly particular?—I think so long as the present custom prevails, they are not more particular than is necessary; but I think that if the tenant had a compensation for the improvements he might be inclined to make, if he had security, it would be a better system.

2622. You think therefore what is advisable is, that the compensation to the tenants from the landlord should extend to marling, and drainage, and chalking, which are not included in the custom of the country at present?—I do.

2623. Do you think it would be advantageous that provisions for compensation for those purposes last alluded to, should be inserted in the agreements?—I do. I think it would be better, unless there was a general law to the effect to establish a custom of that kind; for if they are not inserted in the agreements, in the absence of a general law, the tenant cannot get anything.

2624. But if they were inserted in the agreements, the provision would be adequate?—Yes, if they were inserted in the agreements.

2625. Must not there be a difficulty in framing a general law, applicable, for instance, to those three different characters of land which you have described, namely, the wold land, the sandy land, or middle district, and to the deep land, such as Holderness?—No, I do not think there would.

2626. Because all that you contemplate by law are those permanent improvements, such as drainage, chalking, and marling?—Yes; also for fencing, and compensation for unexhausted manures.

2627. But, as you have described, the practice with reference to tillages varies very much in each of those particular districts?—Yes, it does.

2628. Then it would be very difficult to apply a general law that would be applicable to the tillages of those districts, because they differ?—It would be very difficult to lay down a mode of cropping; one mode would not suit all the districts.

2629. And that would be almost impossible to do by law?—I think it is almost impossible to do it in any way, because seasons change circumstances so much, that it is frequently advisable to alter the mode of cropping.

2630. Would not it be desirable that compensation for such items as tillages and the rights of tenants to crops should be left to the special practice of the country, as it is with regard to the tillages and the right to the way-going crop, and feeding off the turnips and eating the straw: is not it desirable that that should be left to the custom as it exists?—There is no custom but the custom I have spoken of, in the East Riding.

2631. The question means the custom you have spoken of; do you think it desirable that the custom should remain as far as it goes?—I think it should. With respect to the way-growing crop, of course that could not be taken away from the tenant, because he has purchased it of the person that he followed.

2632. And you think that state of things is satisfactory as it exists, and is applicable to the different districts?—I think that the way-going crop should remain.

2633. Then do you think it requisite that provision should be made for the recovery of compensation for the outlay of capital in drainage, marling, and chalking?—Yes, I think there should; it would be a great encouragement to the farmer to do what he does not do at present, namely, to improve his land; indeed most of the farmers who have capital would lay it out, if they had a reasonable prospect of compensation.

2634. And you think that the compensation might be obtained under provisions

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sions inserted in the yearly agreements?—Yes, if they were inserted in the yearly agreements, of course the tenants would be safe.

2635. Why has not it been done so?—I do not know; it has not been done in the East Riding; I do not know an instance of it.

2636. Can you give any opinion as to the best means of inducing parties to insert those provisions for compensation?—I am afraid it would be a very long time, unless the Legislature pass some measure to induce them to do so.

2637. Would you recommend that the Legislature should enact that it is necessary to every yearly agreement that compensation for improvements should be specified and allowed?—I think that that is necessary; the outgoing tenant should have no compensation till he did go away, but that when he has laid out his capital, and is to leave the farm, he should then be compensated.

2638. Would you render it compulsory by law?—Yes, I think I would, and for this reason: if a man has spent his 2,000 *l.* or 3,000 *l.* in improving the land, and has not the opportunity of getting it back again, I think there should be a law to compel the next tenant or landlord to make some compensation in fairness to the outgoing tenant.

2639. Would you make such a law apply to existing agreements?—Yes, I should; otherwise they would be no better off than if the law did not apply to all.

2640. You have stated that very few of those improvements in draining, chalking, and marling, have been yet undertaken?—Not a great deal.

2641. Is it not clear that many agreements between the landlords and tenants exist without contemplating the improvements of this kind?—Yes; they have not been done, and we do not look forward to having them done at present.

2642. And the agreements have been framed without provision for this change, which was not anticipated?—They have.

2643. Do you think, then, that the tenants and the landlords would like to bind themselves under the operation of a law which changed their position and violated their agreements?—I am confident that the tenants would, and I think a good many, but not all, of the landlords would.

2644. You think that the tenants generally would approve of the making of a law which would alter the terms of the agreements?—Yes; I think they would on this ground; they would feel secure in laying out their money; and many have a great inclination to do so, but they do not like to do it under yearly holdings.

2645. If you were to give this power to recover compensation for improvements, would not it be just also to give the landlord the power to recover compensation for the dilapidations which may take place upon those farms?—Yes, I think it would: they have the means of recovering for dilapidations at present; I have known several actions brought against tenants for dilapidations, where damages have been recovered.

2646. And have you not known that there is a very considerable delay and difficulty in that process?—There is always.

2647. To what dilapidations do you refer?—Fences and cross cropping the land; that is, taking more crops than the agreement specifies; in fact, breaking the agreements or breaking the custom of the country.

2648. There is considerable delay, however, in the recovery of compensation for the dilapidations?—It is a very unsatisfactory mode of recovering for dilapidations.

2649. In fact, have you known any cases where the tenant has become insolvent after having committed considerable dilapidations, and where the landlord has found himself precluded from indemnity by other creditors getting the stock off the farm?—Yes, I have known that.

2650. Therefore you think that in the case of dilapidations, as in the case of compensation for improvements, some more speedy process of recovering the rights of parties is required?—I think there should be some easy process of settling the account between the landlord and the tenant, when he quits, both as to the claims of the tenant upon the landlord for the capital that he has invested, and also for the injuries that he may have done the estate by any means whatever.

2651. From your knowledge of the district with respect to which you speak, can

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can you form any opinion of what would be the most desirable form of having this compensation for dilapidations or improvements assessed and recovered?—I think there is no such likely form as having them assessed by arbitration, in the usual way, by arbitrators and an umpire.

2652. Then in estimating the amount of dilapidations and the tillages as is now practised, under the custom of the district you speak of, is it usual for the arbitrators to give a detailed account of the items upon which they have based their valuation?—It is not; they do it ina very unsatisfactory way, according to my opinion; they merely state that the valuation of the way-going crop amounts to so much money, to be paid on such a day, as the first payment.

2653. And if you were to give the decision of those arbitrators the force of law, should you not consider it necessary to make them arrange their valuation according to a more satisfactory principle?—Yes, I think there ought to be a fair statement of the articles that are to be compensated for, and of the injuries the tenant may have done, and a fair balance of the items mentioned, with the value of the items upon their valuations.

2654. So that in case either party thinks himself aggrieved, he may be able to have this valuation revised in a proper and efficient manner?—Yes; if any such error was made, there ought to be some way of revising it.

2655. In some cases where disputes arise the arbitrators have failed to appoint an umpire?—They have.

2656. In the case of such a failure as that, to whom would you refer the final decision of the case; that is, to what court?—I do not know; there ought to be some means of having an umpire appointed: I cannot say at present what, but in that case certainly it ought not to fall to the ground. There ought to be some person, or some body of men, having the power of appointing an umpire.

2657. Do you intend that this valuation of those items shall extend, not only to the tillages and the way-going crops, but also to the heavier improvements of draining, marling, and chalking?—I certainly do; they are very expensive improvements.

2658. Do you think it would be wise to separate those heavier and more expensive improvements from the valuation under the custom as it now exists?—I think that the same valuers might value the articles under the present custom, as well as the other improvements; I think one valuation might do for the whole.

2659. Who would you consider as the party liable for the valuation; the landlord or the incoming tenant?—I should consider the landlord, or the land. Sometimes it may happen that the incoming tenant may be here to-day and gone very soon after.

2660. You state the landlord or the land; do you mean the landlord himself, which, in the case of a tenant for life, would mean the landlord's personalty, or do you mean the estate?—I mean the estate.

2661. And you are aware a difficulty might occur from the laws of entail, which at present would render any agreement entered into by a landlord who was only tenant for life, invalid after his death?—I am not aware of that; it may be so; I am not aware of it; but I take it upon this ground, that if a tenant made 100 acres of land worth double what it was before, I think that land ought to be liable to compensate the tenant for such an outlay.

2662. You apprehend that the estate should be liable for the improvements made upon it?—Yes, it would be like adding so much more land to it.

2663. Mr. *Henley*.] You have stated that in your opinion is would be more advisable that this should be done by legislation, rather than by private agreement between the parties?—It would take a long time before such private agreements would be entered into; they would go on as they are going on for a long period before they would be granted.

2664. You have also stated, that any law that should be made, should be retrospective as well as prospective?—No, I think not; I think it should commence from the present time; it would be unfair otherwise.

2665. It is now quite clear that you think it ought to be prospective, and not retrospective?—Yes.

2666. Is it your opinion that the amount to be assessed should depend upon the capital expended by the outgoing tenant, or upon the advantage derived by the incoming tenant?—I think it should depend upon the expenses of the outgoing tenant, that is upon the capital laid out.

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2667. Whether it was beneficially expended or not?—An arbitrator ought to have the power to award compensation, accordingly as the money had been judiciously or injudiciously laid out.

2668. If there is to be a law, it must decide whether it is to be upon the capital expended; or would you leave it to decide that it should be left to the arbitrator to settle that question?—I think it should be left to the arbitrator.

2669. Which is your opinion; should it be upon the capital expended, or upon the benefit to the man coming in?—I think it ought to be upon the capital expended, with respect to marling, draining, and such like improvements: it would be according to the time that the money had been laid out; if the land had been improved for six or eight or ten years, I consider that the tenant, in a great measure, would have got his capital back again.

2670. You have stated, that in your district of the East Riding of Yorkshire, chalking the thin soils, in your opinion, would not be beneficial?—I think it would not.

2671. In the event of a man chalking that district from a mistaken judgment, ought the incoming tenant to pay for that?—I think he ought not.

2672. That should be left to the discretion of the arbitrator?—I think it should.

2673. Then, in point of fact, the principle upon which the valuation should be made must be left to the discretion of the arbitrator, as well as the question of the value?—Yes, I think so, in a great degree.

2674. What period ought the draining to be paid for?—I made agreements about twelve months ago for three farms in Holderness. The landlord had not the means of finding the money, and the tenants agreed that they should find the tiles, and do all the labour under my inspection, and to my satisfaction: if they remained on their respective farms for seven years they were to have no compensation for the outlay; but on quitting before that time they were to be paid for a portion of the outlay, according to the number of years unexpired.

2675. In your opinion ought that to be fixed by law, or ought it to be left to the arbitrator to decide?—I think the principal should be settled by law, but not as to the number of years.

2676. What advantage is there to be derived from the law settling these matters between man and man, instead of their being settled by private agreement?—It would make no difference, if they were settled either way. I believe if the tenant could have any security that he would get compensation, it would not be the law that would make him do it; he would do it under any circumstances.

2677. What is the practice with regard to buildings; who puts the buildings up?—The tenant does nothing but keep the buildings in tenantable repair, and the same with respect to the fences and gates.

2678. Does he find any materials?—No; all that belongs to the landlord. The painting, the mending of the fences, and the repairing of the gates, belong to the tenant; but if any new gates are wanted the landlord generally finds them.

2679. In the case of new roofings, will the landlord do that?—As to the new roofs, the agreement says the tenant is to keep the buildings in repair; main walls, main timber, and damage by fire and tempest, only excepted.

2680. In your opinion, should the law that is to be, according to your judgment, made for the future, over-ride private agreements or not?—The private agreements, and the customs which I have stated as to the way-going crops, I think the tenants ought still to retain them, because they have purchased them at some time, and they ought to have compensation beyond that for all outlays.

2681. To put the case clearly, supposing a law were made that the tenant should be entitled to receive money for marling, draining, chalking, or fencing, as you have stated, and the farm was let to him upon a low rent, upon condition that he should make those improvements upon a term of years, should the law over-ride that agreement?—No; he would get compensation under the agreement.

2682. Then private agreements ought not to be over-ridden by the law?—Not in that case; it would be unfair if they were.

2683. Mr. *Hayter.*] You say that the principal portion of the land is let under yearly agreement?—Yes.

2684. There are some cases where there is no agreement at all in writing?—Yes, a great number.

2685. When there is no agreement in writing, is the custom such as you have specified?—It is.

2686. So that the custom exists, independently of the agreement?—It does; it makes very little difference whether a man has an agreement or not, the custom decides.

2687. Then the agreements you have alluded to are rather expressive of the custom?—Yes, they particularize the custom.

2688. That custom arose, did it not, from the supposed justice to both landlord and tenant, upon the existence of it?—Yes; no doubt it did.

2689. Are you to be understood to say, that if that custom which now exists was extended in the manner you mention, that the extension of that custom would be also beneficial to both landlord and tenant?—Yes, I think so.

2690. The alteration you propose in the custom would proceed upon the same principle of justice to the landlord and to the tenant?—It would.

2691. Would there be any difficulty in arbitrators coming to a clear understanding of the amount they would have to assess between the incoming and out-going tenant, if that principle were to be adopted?—I think there would be very little difficulty indeed. I have no doubt that the present custom that prevails in the East Riding was an admirable custom at one time, but since the improvements made by the introduction of bone manures and the use of cake, I think that the custom wants extending, and compensation making, in order to induce people to take the advantage of improving their lands by those means.

2692. You believe that, as that custom became law from the then state of husbandry, as the state of husbandry is altered it is desirable that there should be another custom consistent with the existing state of husbandry?—Fifty or 60 years ago it was a very good custom; it is not extensive enough at present.

2693. In your recollection has the custom varied at all?—Very little.

2694. It has been the constant custom during the period of your practice?—It has.

2695. Mr. *Colville.*] You have stated that in any legislative interference between landlord and tenant, you do not propose it to be retrospective?—I do not.

2696. And you have also said that no wise man would lay out money unless he had security for it?—I have.

2697. Why then cannot a tenant, in hiring a farm from a landlord who has the control over his own estate, make such agreements with him in hiring that farm, as to secure him in the outlay of any capital he may make?—I know some very good landlords, and yet they do not wish to break in upon the present customs. I have had tenants apply to me to have those customs introduced, and I have mentioned it to the landlords, but without effect.

2698. But a tenant having his money in his hand, and going to hire a farm, what is there to prevent him dictating to that landlord upon what terms he will take his farm?—The landlord would not let it on terms dictated to him by a tenant.

2699. Then he need not take it?—Certainly not.

2700. Then an injury would be done to the tenant?—Yes, there would be injury done to the tenant if he could not get a farm.

2701. *Chairman.*] You spoke of some land you had greatly improved, which you had made into a farm when it was no farm before; was it your own land?—No, it belonged to Mr. Clough, a banker, at York.

2702. Have you a lease upon it?—I did not take it, but I improved it for the landlord, and I let it afterwards to Mr. Clough's tenants.

2703. Did it remunerate you?—It cost 16 *l.* an acre improving; it was not worth one penny before, and I let it for 27 *s.* an acre.

2704. You have been asked about chalking the wolds, and you have stated that some of the land is improved by chalking, and some not; are you of opinion that a man who had to chalk in the first instance on his own account, would be likely to make any mistake as to what part of the land required chalking, and what did not?—I think he would not.

2705. That is thoroughly well understood?—Yes, that is thoroughly well understood.

2706. You have spoken as to the possibility of making private agreements for

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for those purposes between the landlord and the tenant; you have not investigated the legal question as to what parties are capable of making those agreements?—Not in the least.

2707. Mr. *Newdegate.*] You say that some draining has been done in that district you speak of; has it been well done?—No, it has been generally badly done.

2708. And supposing the drainage to be badly done, would you give, under the circumstances of making those bad drains, any compensation to the man who made them?—No, I would not give any compensation if he did them badly, except the expense of the tiles, because in that case the labour is all lost.

2709. If a man threw away capital and labour upon his farm, you would not entitle him to recover a full compensation for it?—No, I would not.

Mr. *John Outhwaite,* called in; and Examined.

Mr. *J. Outhwaite.*

2710. *Chairman.*] YOU and your brother are practical farmers in the North Riding of Yorkshire?—Yes.

2711. In what neighbourhood?—Near to Catterick Bridge.

2712. You have obtained the prize of the Yorkshire Society for the best cultivated farm in that district?—Yes, in the year 1844.

2713. What description of land do you occupy?—Mine is partly gravel, but probably one-fourth part is strong soil, soil that was not at all adapted for growing any green crops till it was thoroughly drained.

2714. What is the extent of the farm?—Four hundred and eighty-five acres.

2715. The strong land was not productive when you first took it?—My father took it in 1812, and then he used to cut a head ridge across the middle of the field, and one part of the field he sowed with grain crops, and the other would remain open fallow in small ridges; and in some instances the water was washed off the surface of the land, and delivered itself into the low land and went away in the gravel; there was no draining previous to that time.

2716. Have you improved that land yourself?—Yes.

2717. In what way?—By drainage: there was no means of getting the water away without taking it through an open cut for two miles to the river, which would be an enormous expense; we have drained the lower part of the farm by making what we call swallows, digging down a hole in the land into the gravel where there have been materials to make the road, and nothing but clay or gravel without any soil amongst it; and when we came to dig into that, we filled it up with stones, and delivered our water into those places, and so got rid of the whole of the water in the strong land in that way.

2718. Can you pen sheep on your strong land?—Yes, quite the same as the other part of the farm.

2719. Have you used artificial manure and artifical food for cattle?—Yes, for these last ten years; I have expended upwards of 250 *l.* a year for artificial manure.

2720. And artificial food?—Yes, about 100 *l.* a year I pay on the average for that; from that to 150 *l.*

2721. Do you keep beasts?—Yes, I feed a good many beasts in the stalls in the foldyards.

2722. You have heard the last witness describe the custom between outgoing and incoming tenants in the East Riding; are the customs the same in the north?—Not exactly; the custom generally in our country is one-third away, but there is partially in a few instances where the person has two-thirds of the away-going crop, and where he has that two-thirds, generally their agreement is that they do not pay any offstand; they have it clear. In 99 out of 100 cases, the tenant that leaves the farm has one-third of the land away, by paying the average rent of the rest part of the farm.

2723. It is a Lady-day entry?—On the 13th of May; it is Candlemas for the ploughing land, that is the 14th of February, the entry upon the ploughing generally, what the incoming tenant has to take, and then all the meadow land and grass is entered upon till the 13th of May; they go with that, the 6th of April, with the pasture land.

5724. Whom does the dung belong to?—It belongs to the outgoing tenant up to a certain time; there are different agreements; there has been a very

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great abuse lately where there has been no agreement; up to these last few years back it was the custom for the outgoing tenant to have it to Martinmas; some people claim it later than that.

2725. Speaking of the dung-heaps on the farm?—They belong to the incoming tenant after such a period.

2726. To what did your former answer apply?—To the time how long the tenant had the manure up to; that was the question I understood that was asked, "What period did the incoming tenant claim the manure from?" and I said it differed. They have it in some instances up to one period, and in some cases up to another.

2727. If the outgoing tenant has the dung to a certain period, how does he apply it?—To his away-going crop.

2728. Then the remainder of the dung belongs to the incoming tenant?—Yes; it belongs to the incoming tenant.

2729. Does the outgoing tenant receive any compensation for the improvement of that dung by any oil-cake he may have given to his cattle?—Nothing whatever; and in many instances the tenant leaving the farm will take a very great advantage, which is an injury both to the landlord and incoming tenant, by leaving all his straw and not making it into manure at all; that is in the last year, after he has done with the manure, which he generally lays in heaps till the year following. The incoming tenant has in those instances nothing to begin with but what he may buy.

2730. Have you expended money in any other improvements besides those you have mentioned?—Yes; I have built a great deal at my own expense, merely the materials being found by the landlord. I have erected buildings for cattle, and tanks to take the urine out of the fold yards.

2731. What have those buildings and improvements cost you?—I should think I have paid not less than 150 *l.* for expenses in that way. It was a customary thing when my father took the farm, to keep all the cattle out-door, that is, in the pasture, and they pulled the turnips off and laid them in the meadow field and pasture land; but now we do not do it in the pasture land at all, we have it all in the fold yard.

2732. When you say keeping the cattle in-door, you mean keeping them in the fields?—Yes; out of doors.

2733. Do you think if the tenants of the North Riding of Yorkshire had compensation for improvements, there is much room for improvement to be made in consequence?—Yes. I have travelled through many counties, and there is none more capable of improvement than Yorkshire. There is some of the very worst farming in our neighbourhood, which arises entirely from the want of compensation; I can mention one case in particular, where there was a large proprietor, who happened to be a lady, and to one of her tenants I said, "What is the reason that your farm is so badly farmed?" and he said, "Sir, I can give a good reason for that; the last seven or eight years we have expected the landlady to die," and he said, therefore they were taking advantage of the land; he was quite certain that when they got a fresh landlord they would be either turned off or have the rent advanced, and they were expecting every year to be the last; that land was only worth half its value, it had got into such a bad state.

2734. Have you not a good deal of undrained land in Cleveland?—Yes, there is a great deal there that is undrained, and a great deal in our neighbourhood not drained that is capable of growing better crops, and there is a great deal of undrained land at Cleveland that is capable of great improvements in draining; I do not think it would be some part of it convertible to growing green crops.

2735. Is not the old course of husbandry two white crops and a fallow?—Yes, that is the custom, even upon very good soil, only producing excellent grain crops, a naked fallow and two white crops again; it gets poorer every year.

2736. Have you any doubt if that land in your neighbourhood were drained, it would be capable of being cultivated to a profit and with advantage, as you have cultivated your own farm?—Yes; I have no doubt it is capable of great improvement; it would be a great benefit to the proprietor and to the tenant-farmer, and the labourers as well; all parties would be greatly profited by the improvements that might be made, if the tenant had only compensation for the outlay.

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2737. Are the farms in the North Riding generally on lease or yearly holding?—From year to year generally; there have been a few instances of leases, it does not appear that there are many; they seem to wish to back out of leases; on three or four estates that are near to us, leases have been offered, and very few would have anything to do with them; they said they would rather have compensation; from the state things were in, they did not like to look forward for 20 years; they would rather improve the land, and be recompensed if anything occurred they did not foresee.

2738. As a practical farmer which do you incline to, lease or yearly holding with tenant-right?—I would not take a lease; I would rather have it from year to year with compensation. I have been invariably found fault with by my neighbours, saying, they wondered I should lay out the money I have done on the farm, as I did not know how long I had to continue; but I have no doubt a great many of my neighbours, if they had compensation, would be glad to follow my example if they only had the certainty of it.

2739. Mr. *Denison.*] As you say these improvements would be good for the landlord, good for the tenant, and good for the labourer, how comes it that the landlord and tenant have not made agreements for making a fair allowance?—It has been a customary thing in Yorkshire for the landlord to have a certain agreement drawn up, that was for not properly cropping, and they do not wish to alter those agreements. I believe, in general, they wish to go on in a similar way that things were going on in their grandfathers' time.

2740. Then, although there are examples such as you have set yourself, and although the opinions of intelligent farmers incline the same way, do you think that there is no hope of landlords and tenants coming to an understanding upon these matters, and making mutual agreements?—I do not think there is. I do not see the slightest possible chance of that.

2741. Then you think that this end, which you consider to be desirable for all parties, will not be accomplished without there is some interference by law?—No; my opinion is, that it will never be accomplished without an interference by law, not in all cases; it might be in some, but very few.

2742. Since you begun improving, and since farming has made progress, has the tenant-right made progress also in Yorkshire, as it has in Lincolnsnire and other places; for instance, in Lincolnshire, where the use of artificial manure and oil-cake has extended, a claim to the tenant in that country has extended also, and grown into a custom?—Not in Yorkshire; it has not at all. I do not know of an instance.

2743. As far as the custom of the country goes, would a tenant who had laid out money in artificial manure or in oil-cake get nothing more than he would have done 20 years ago?—Not a bit; nothing whatever. I should not, if I left my farm this year, get a sixpence, without it was that the landlord wished to give it. I do not think that I should get anything at all. I do not know an instance where an individual in our county has got anything in that way.

2744. Mr. *Henley.*] You have stated that you would not take a lease under existing circumstances?—I would rather farm from year to year if I was to be compensated for the outlay that I might make; that is, improvements that I had not derived the full advantage from.

2745. You have stated that you have laid out your money without any security by lease or custom?—Yes.

2746. If you wished to give up your farm it would be because it was no longer profitable to you?—Certainly, if I was to give it up that would be the case; but I am of opinion that one reason probably for my laying out the money was that I calculated upon this; I began with my first landlord, the late Duke of Leeds, knowing that he was not in the habit of discharging his tenants, and therefore I laid out a great deal of capital in improving that property.

2747. You have said that your neighbours, like yourself, were not disposed to take leases?—No.

2748. What is the reason that they are not disposed to secure themselves by leases?—They say it is a long time to look forward to 20 years, and on the smaller farms some of them hereafter, if they improved in their condition, might wish to embark in a larger one, and to take a bigger farm as they got into better circumstances, and on that account they would not like to be tied down for the term of 19 or 21 years by lease; they would rather be at liberty.

2749. Does the apprehension of a change in the times operate to prevent any persons wishing to take leases?—There is something in that; a good many have a fear that free trade might affect the farming interests at the same time, and on that account I think the risk ought to be with the proprietor, and not the occupier.

2750. You think that the risk should be upon the proprietor of the expenditure of capital, which is speculative?—Capital laid out in improvements that are not exhausted is not; probably if a person wished to occupy his farm, and he improved it very much by different artificial manures, although he has improved the land he does not wish to make any claim upon those improvements that are nearly exhausted.

2751. If the experiment was unprofitable to the tenant, and it was unprofitable to him to hold the farm in spite of his outlay, you think it ought to be thrown upon somebody else to bear?—No; I think that if there were certain valuers set apart they would be better able to judge whether a man had laid out the capital judiciously or not.

2752. Supposing from a change of times the land could not be cultivated to advantage, it would be no benefit to anybody then?—No, it would not be, certainly, but there is very little land but what it is probably as profitable to cultivate as to let it lie dormant.

2753. You say that the tenants in your neighbourhood are afraid of taking leases on account of the prospect of a change of times?—Yes.

2754. Was your original holding by lease or upon yearly tenure?—Always from year to year.

2755. Have you made any endeavour with your landlord to secure yourself by clauses in your agreement?—None whatever.

2756. Therefore you do not know whether the landlord would grant them or not?—I never asked him such a question; but it is not according to the custom of the rest part of his estate, therefore I do not suppose he would wish to make any arrangement with me; my opinion is, that my landlord would not have the slightest objection to any rule to be laid down by Government to bind both parties; it would be to his interest quite as much as mine.

2757. You say that you have introduced a new system of improvements, or of spirited husbandry, and that you have not thought it necessary to ask your landlord to secure you by clauses in the agreement?—When I obtained the prize my landlord made me a present of 50 *l.*; he said he did not think it would recompense me the fiftieth part of the expense of what I had done; but that it was a little encouragement.

2758. The instance that you have stated to the Committee of the large estate that suffered in your opinion from the want of the power of compensation, you said was let at half its value?—There are some farms in our neighbourhood.

2759. The question alludes to this one estate?—Yes, it was so; indeed it must have been let at far less than its value, because alterations in the rent had never taken place, perhaps, for the last century. It was worth more in its poor state than probably it was let for; but it was not anything like its real value, if it had been well farmed.

2760. Do you think it was an injury to the tenant to hold that estate at half rent?—Yes, the tenants could not have farmed it at all if they had been paying the value of the land in the way it was farmed.

2761. Was it an injury to the tenants holding the estate at half rent?—No, it was not an injury to the tenants holding at half rent; but certainly they could not have farmed it in the way it was done, if it had been let at its full value; the idea of their farming it was in this way, they knew that it was within its value, and they were sure it would be advanced when they got a change of landlord.

2762. If they had had to pay a higher rent they might have made it produce more money?—They would not have had such a fear of any change then.

2763. You stated positively, in your judgment, it was let at half the value?—Something near to that; I believe there have been many instances where farms have come into different hands, where the rents have been raised upon the tenants; and where a change has taken place, the rent has been advanced about one-third more than what it originally was.

2764. On that same estate?—Yes, and the same land.

2765. In spite of the seven years' deterioration they have still run it out for the seven years, you say?—Yes, they have run it out; and as I mentioned, they said

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said they had been looking the last seven or eight years for the depth of the landlady, and the farm being taken away from them.

2766. Is there any difficulty in a tenant securing himself by agreement, if the landlord be willing, and has the power to grant it?—Yes, I think there is great difficulty; I do not think they would take them generally.

2767. Is there any difficulty in a tenant securing himself by agreement, if the landlord be willing, and has the power to grant it?—Yes; it would be better if a general law were laid down; it would create probably a bad feeling, if they had to call in arbitrators between landlord and tenant; it would not be so pleasant as if it were a general law.

2768. Is there any difficulty in a tenant securing himself by agreement, if the landlord be willing, and has the power to grant it?—If he were willing it would not be so unpleasant; but it would be more unpleasant than if it was provided for by a regular rule laid down by law.

2769. That is not an answer to the question; is there any difficulty in a tenant securing himself by agreement if the landlord be willing, and has the power to grant it?—I do not know that there is if the landlord be willing to do so; I would rather have it laid down by law, and to have certain arbitrators set apart to settle the question between them.

2770. Would you have the arbitrators appointed by law as well as the power to value?—Yes, I should recommend that those men should be set apart in every district, and for this reason, it is not a pleasant thing to interfere between landlord and tenant.

2771. Who should appoint them, in your opinion?—I think they ought to be appointed by the Legislature, certainly.

2772. Would you have the names of the persons put into the Act of Parliament?—No, they might die off; but then others could be appointed, the same as in other cases.

2773. Who do you think ought to have the appointment?—I think the same party that made the law.

2774. That would be the Parliament?—Yes.

2775. Would you have a fresh Act of Parliament passed every time a man dies?—No, I do not know that there would be any necessity for that; but there must be an appointment and different alterations when a man died off, or a man might get to be not fit for that business.

2776. Who, in your judgment, ought to be the parties to fill up the vacancy?—I think, Parliament.

2777. Then it would be necessary to have an Act of Parliament upon every death taking place?—No, because it would not require an Act any more than it does when a vacancy occurs in any other appointment; a person could be appointed without a fresh Act of Parliament.

2778. Whom by?—By Government.

2779. You think the appointment of the arbitrator should be in the Government?—Yes, if the Government made that Act, it should be in their hands to appoint those people.

2780. In your opinion should the Act of the Legislature be retrospective as well as prospective?—No, I think not; I think it should be from the time of the passing of the Act.

2781. For the future?—Yes, for the future.

2782. In your opinion should it override private agreements or not?—Only agreements from year to year; if they were on a lease it is a different matter; probably a man has been getting the advantage who has a lease for the time previous.

2783. It should override agreements from year to year?—All private agreements, if only from year to year.

2784. Should the tenant and landlord have the power to keep themselves out of the operation of the law, if they choose, by agreement?—No, if that was the case it would not do any good; it would be better, if it was general, to act in all cases.

2785. Mr. *Newdegate.*] Do you think it is the general opinion among the tenantry of your district, that it would be desirable to have some persons appointed to assess the compensation; in fact, to reframe the yearly agreements between landlord and tenant throughout the whole district?—I hardly know how to answer that question.

2786. You thought it desirable, you said, that there should be some parties appointed with power to award compensation, and entirely reframe the terms upon which yearly tenures are held?—Yes, at present that is what is required to give compensation to the landlord, provided there is any dilapidations; but providing there is anything done at the expense of the tenant which he has not got his capital out of, the tenant should have an opportunity of getting it back again; that appointment should be on behalf of both parties, that they should decide on behalf of the proprietor as well as on the part of the occupier.

2787. Would not the effect of that be, that these public officers would, in fact, have the letting of the whole land in every respect, except the amount of rent?—No, they would only have to do that where there was a claim; if there was an agreement of tenancy, and both the tenant and the landlord were satisfied with each other, they need not call a man in to arrange at all if they were both agreeable; it would only be where there was dissatisfaction between the two parties.

2788. Suppose the landlord and tenant had made an agreement between them, at the commencement of a tenancy, containing certain stipulations for improvements, and certain conditions upon which the dilapidations should be paid for, and those two parties, the tenant and landlord, subsequently quarrelled, would you enable this public officer to come in to set aside the agreement between the landlord and the tenant, with respect to improvement and dilapidations, and decide according to some rule to be laid down by Parliament?—It depends upon whether those parties after the period when the Act passed made a private agreement between each other. I do not see why Government should interfere with that if it be made binding.

2789. You mean this: that you do not think it would be just that where a private agreement existed between yourself, for instance, and your landlord, that any third party should come in and make an arrangement between you upon different terms?—Not if the agreement was made after the Act was passed; if both the landlord and the tenant were agreeable to make a private agreement between each other, or to abide by that agreement, on stamps, so as to be binding, my opinion is that this law there should not interfere.

2790. Then would you have it interfere in the case of an agreement now existing between landlord and tenant that is binding; would you allow those parties to come in and interfere in any agreement which might exist between you and your landlord at the time of the passing of the Act?—Yes; I would set all the agreements that were made previous to this time aside.

2791. You would completely remove all agreements?—Yes, all; if the tenant and landlord wished to come in afterwards, then they should abide by their own agreement; but if a provision was made for both parties, the landlord is insured not to have his land in a dilapidated state, and the tenant is insured for improvement he has made and not got back the value of again; then I think after that provision was made, if he entered into an agreement against his own interest, he must abide by it.

2792. Do you think the opinion is general, among the tenantry of your district, that a law should be made which should set aside all the existing agreements between landlord and tenant, where they are for yearly tenure?—Yes, to a certainty; that has been spoken of for a number of years, that if they had the opportunity, for instance, that they have in Lincolnshire. I heard some of our tenant farmers say, the other day, when they spoke of Lincolnshire being better farmed than Yorkshire, they said there was no wonder about it; that they should like to have the advantage derived by the tenant there; if he expended his capital in bones and guano, and artificial manures of different descriptions, and cake for his cattle, he got remunerated for all that he had not received benefit from when he left, and on that account if they had the same opportunity no doubt it would be carried out in our county.

2793. You wish that all existing agreements, from the passing of the Act, shall be swept away, and to establish by law some practice that would be assimilated to the customs in Lincolnshire?—Yes; no doubt of it, for this reason: if the existing agreements were to go on, the tenant would not wish to fly in the face of the landlord, who might say, we are not compelled by law to alter our agreements, and I suppose it is not necessary for us to have them altered, and therefore we must go on as we were before. The passing of that Act would

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would not be any benefit without it did set aside all agreements previous to that time.

2794. Mr. *Stafford.*] Would you apply it to leases as well as agreements?—No, not till the expiration of the lease.

2795. Mr. *Newdegate.*] You would not then set aside the leases as well as the yearly agreements?—A lease is a very different thing, because, for instance, where a person has taken a lease, if it has been profitable, he has been allowed to plough up old swarth land, and I know where leases have been given with permission to break up the old land, and to lay down the same proportion, a good many years before the lease was at liberty, and therefore it would be hard upon a landlord if a person had been allowed to break up his land, not to make him put it back again in the same state as he found it; it would be hard upon the proprietor of the soil; that is one reason why I object to leases being broken.

2796. It seems you do not desire to take a lease?—No; by no means.

2797. Where do you establish a difference between the yearly holding and the lease; does the only difference that makes you wish for the sweeping away of the yearly holding and retention of the lease consist in this, that the yearly agreements do not generally contain covenants for compensation?—Not exactly; in many instances in Scotland, where land is held on lease, it has been taken in a bad state. There are some landlords that do, in Scotland, allow their tenants to have the first chance after the lease is out; but in many instances of leases they do not consider that at the expiration of the lease, and they will not allow the man to occupy the farm again, without he will go to the full extent that any other person will go. They generally put them up by ticket.

2798. That is not an answer to the question. Where do you establish the difference between the yearly holding and the lease; does the only difference that makes you wish for the sweeping away of the yearly holding and the retention of the lease consist in this, that the yearly agreements do not generally contain covenants for compensation?—With regard to that, I cannot speak further than I am alluding to now. I do not think it would answer either one party or the other so well, from what I have seen between the two different counties, that is, Lincolnshire, where they have their farms with compensation for the outlay, and where the land is better farmed than it is in any other part I have seen.

2799. Take the instance of Lincolnshire; a great proportion of the land which is held in Lincolnshire is held under yearly agreement?—Yes.

2800. The tenants have the advantage of the custom?—Yes.

2801. Supposing the tenants under yearly agreements in Yorkshire had the advantage of the same custom, do you not think that would be more advantageous to the tenant than a lease?—Yes, decidedly; not a doubt about it.

2802. Supposing that all that the custom gives in Lincolnshire were secured to the tenants of Yorkshire, by clauses in their agreements giving them compensation, would not the purpose which you desire be effected?—Yes, no doubt about it.

2803. Then your only reason for wishing to break through the yearly tenure in Yorkshire, is to give the Yorkshire tenants the same advantage which the Lincolnshire tenants possess under their custom?—No doubt of it; a very near neighbour of mine went from Yorkshire to Lincolnshire. He was considered a very moderate farmer then, and he has now nearly 4,000 acres, nearly all under the plough, and there is not any farm in Lincolnshire better farmed; so that that proves that a very moderate Yorkshire farmer will make a good Lincolnshire farmer, if he has the same tenant-right to secure him.

2804. Do you know of any reason why a Yorkshire tenant should not have the same advantages, except the absence of custom, that is, except that the custom is found in Yorkshire not so advantageous to the tenant as it is in Lincolnshire?—That is the very reason why Yorkshire is not so well farmed, no doubt.

2805. Then if by clauses in the special agreements between yearly tenants in Yorkshire and their landlords, they were secured the same compensation whch is assigned in Lincolnshire, you think that the arrangement would be satisfactory?—There is not a doubt about it. I believe in 99 cases out of 100 that both landlord and tenant would be satisfied with it.

2806. Mr. *Stafford.*] Is there any special Act for Lincolnshire?—No; it is the

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the custom of that part of the country; some of the land was in a bad state, and that has had the advantage of being brought into a better state.

2807. What the Lincolnshire farms have got without Act of Parliament, that you want to get in Yorkshire by Act of Parliament?—Yes.

2808. Sir *C. Lemon.*] If the landlord and the tenant would be both so well satisfied with such an arrangement, why do they not make it?—I do not know; it will never be put in force in Yorkshire; at all events, not for a length of time; if it was done by Government it would have a better effect, it would bring it to bear at once.

2809. Does not it strike you, that it would be better that all agricultural improvements should be gradually brought into use by agreements of that kind; by an understanding in that way, and not by force?—Not exactly by force; it is not very good to force a man, but it has generally been a customary thing for the landlords to make the agreement, and probably it was mostly on their own part to compel tenants against over cropping the land, there being a bad means of managing their land by over cropping.

2810. You say it would be necessary to enforce that by Act of Parliament; have you any doubt that an agreement of that kind would be very much to the interest of the tenants?—Yes.

2811. And you have no doubt it would be advantageous to the landlord also?—Yes.

2812. Then all that you want is, that the mutual advantage of both parties should be made more apparent?—Yes, to come more into practice, that is what I want, to get it into general use.

2813. If that is the universal understanding, which it appears to be among your own neighbours, why does not that practice prevail?—Probably the proprietor of the soil does not see that in the same manner that the tenant farmer does; if Yorkshire had the same advantage as the next county has of tilling the ground, it would come into general practice, and there would be no excuse whatever; it is an excuse sometimes for the tenant farmer to say, he has not the advantage he ought to have in tilling the farm.

2814. You mentioned a peculiar mode of drainage by digging deep swallows; is that practised to any extent?—Yes, where the water cannot be conveyed away by cut.

2815. Does not it depend also upon your being able to dig into the strata of gravel?—Yes, it would not answer upon strong clay. I am only speaking where some part of the country is overrun with water, strong wet land, and the other part comes into gravel, and that water cannot be got rid of without taking it in the way I have taken it.

2816. Is that an expensive process?—No, it is a cheap process, because the land is thoroughly drained; it would be very expensive provided it had to be taken away by open cut, but here it is conveyed and brought to a head, which is the same thing. We have swallows that will nearly take water running as fast as would turn a common corn-mill round.

2817. Has it been usual for the landlord to pay any portion of the expense?—No.

2818. That would constitute a fair claim upon the landlord in quitting the farm?—I think it ought to be; there is certainly a great deal of our country that might be improved in a similar way; the landlord ought to be something towards it; it is permanent. I know one swallow that was made upwards of 30 years ago, and it answers just the same now as it did when it was first made.

2819. Mr. *Newdegate.*] You seem to be acquainted in some degree with Lincolnshire; do you know that the custom of Lincolnshire grew up from one agreement between a landlord and a tenant?—No, I was not aware of that; I am nothing more acquainted with Lincolnshire than taking a tour through it to see the improvements going on there, and I found some very good farming in that neighbourhood.

2820. You are not aware that that custom has gradually proceeded from the establishment of one advantageous yearly agreement between a landlord and a tenant?—No.

2821. Might not the same thing happen in Yorkshire?—It might; but it is a great pity that the community at large should suffer for a number of years, when it could be brought into practice in so short a period.

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2822. Mr. *Hayter.*] Do you hold your farm under agreement in writing ?—Yes, in writing.

2823. Is the custom defined in that agreement, or any way expressed in that agreement ?—Yes, with regard to the cropping of the land.

2824. And as to the incoming and outgoing tenant custom ?—Yes, and it provides against reletting the land, and many other things besides.

2825. Is that expressive of the custom that exists, or is it an agreement independent of the custom ?—It only goes upon the custom that exists in the neighbourhood.

2826. Supposing there were no agreement, are the Committee to understand that the same custom would exist between the incoming and outgoing tenant ?—Yes, I have known where it has been tried and the custom of the country has stood good.

2827. The custom of the country is the law of that part of the land ?—Yes.

2828. How far do you speak of the extent of that custom; how far has it prevailed within your knowledge ?—I can speak for pretty nearly 20 miles square; I cannot go beyond that, I think.

2829. Is the general state of husbandry the same throughout the district ?—Yes, mostly; I do not think there is much difference.

2830. Has the custom arisen from considerations of convenience of the landlord and tenant with respect to the mode of cropping ?—No doubt it has.

2831. Are you to be understood to say that the alteration you propose is an alteration in the custom which is desirable from the difference in the mode of cultivation ?—Yes, no doubt of it, that is a very great thing that they want to come to, an alteration in the mode and the means of laying out their own capital, so that the tenant farmer should not be taken advantage of.

2832. Are we to understand from that that the farmers have not under the existing custom been in the habit of laying out their capital ?—Not many.

2833. And those who have so laid it out have laid it out as you have laid it out, upon a fancied security in the tenure ?—Yes, and sometimes people take advantage of that, and when that is the case it is a terror to the whole district where a man has farmed superior to his neighbour upon the estate; the one has a rise in his rent and the other remains as he was.

2834. You want to make the custom of Lincolnshire the law of the land ?—Not exactly that; I do not speak of the customs of Lincolnshire, further than that they are compensating.

2835. And that compensation in that district you want to establish in a more extended district ?—Yes.

2836. And you think that from that great advantage would arise to the tenant and landlord ?—Yes, to both parties, and the country at large; it would bring a great deal more labour on the land that is not now expended.

2837. Do you imagine that the custom that now exists in Yorkshire was a custom that grew up in consequence of the supposed advantage to both parties ?—I do not believe it has arisen from that, but for want of knowing better.

2838. Mr. *Denison.*] Customs are things that must be changed slowly ?—I think this requires changing quickly; it has been changing slowly for a length of time.

2839. If you were to rely upon a change through a change of custom, that is a thing that would grow up only slowly ?—Yorkshire has been standing still.

2840. Your opinion is, from your knowledge of the habits and feelings of the landed proprietors, that they would not make voluntary agreements of the sort you think necessary, unless some interference arose by law ?—Some part of them might; I do not think the whole would, because there are many that might not, probably, understand the advantage they would derive from it, and on that account it would be a long time before they would be persuaded that it would be for their advantage.

2841. Then until a thing should become general, it could not be called the custom of the country ?—No, it would not alter the present principle without it was passed by law.

2842. If you were to wait for a change of custom, much time would be lost ?—No doubt of it.

2843. At this particular juncture in farming affairs, this is a matter of a great deal of importance ?—Not a doubt of it, and the sooner any operation took place that would be beneficial to all people, the better; I am certain that not one in a thousand would be a loser by the alteration.

2844. From your knowledge of the common run of valuers through the county, do you think it would not be perfectly safe to leave this matter to be settled by the ordinary valuers of the county?—I have no doubt but that it would; but it sometimes happens that probably some of those ordinary valuers might have something to do with either one party or the other, and on that account, if they were set apart, and their award was final, that would not give any offence, if it did not seem to quite meet the approbation of both parties; that would be the only advantage of appointing people as district valuers.

2845. Do you think it would answer the purpose if you left the landlord and tenant, or the outgoing and incoming tenants to appoint their valuers, supposing that one of those men whom you have spoken of could be called in as an umpire?—It is an awkward thing calling in an umpire; it might be as well referred to one man if that one man's decision was to be final. I have had a great deal of valuing corn between one neighbour and another; but if two people try to make an agreement, my opinion is, that all that has been done by them ought not to be kept as a secret from the umpire; he ought to be acquainted with what both their interests are, and then probably he could make a satisfactory award, but you might as well only have one valuer as to have to choose an umpire to finally settle the question, because what the other two valuers have done in the first instance would be set aside.

2846. Do you know that where those tenant rights prevail, the common habit of valuing is by a valuer on each side, and an umpire?—I do not know the custom of Lincolnshire in that way; the custom is in our county, that some of the agreements bind the outgoing tenant to sell his crop on or before such a time to the incoming tenant, and when that is the case, it is done by three valuers; but they are generally all appointed, the two valuers are chosen, and between them they choose a third man, and it has been found a great deal more advantageous where that third man was made acquainted with what the other two had done; it is customary for the three valuers to go together, he is acquainted then with the whole of what has taken place between the other two.

2847. Mr. *Newdegate.*] You have stated that the difficulty of the umpire arises from his not knowing upon what the valuation of the arbitrator has proceeded?—Yes.

2848. Would not it be advantageous, that the arbitrators should be compelled to state in their award the items upon which they have awarded that compensation?—Yes, that is my opinion.

2849. And the same in case of dilapidations?—Yes, to be sure.

2850. You think then that in order to establish a just system of arbitration, it would be necessary that the valuator or arbitrator should state distinctly the items upon which their valuation is fixed?—Yes; they ought to state it distinctly to the arbitrator. I do not think it would be right exactly to state those particulars to the parties they are connected with; but what my meaning is, is this: that the arbitrator should not be blindfolded; he ought to know what the other two valuers have done, and give him the items; but I do not think it would be beneficial to give every item to the parties; it might cause a dissension among the parties; it would be better to make it out either that the landlord was indebted to the tenant so much, on account of his capital laid out, or that the tenant was indebted to the landlord so much money for dilapidations, leaving the items out; my meaning with respect to that was this, that the arbitrator ought to be acquainted with all the particulars.

2851. In short, whoever shall make the final decision, which would be the umpire in the case you suppose, should be made acquainted with all the items upon which the valuation proceeded?—Yes.

2852. *Chairman.*] If the arbitration is to be by three parties, you then think it would be advantageous that the umpire should act with the other two from the first, and make himself acquainted with all the circumstances?—Yes; it would be better; because then the decision of the two would be final, the same as judges being called in to judge cattle; it is not always the case that three judges chosen agree exactly, but the majority of one would be sufficient.

2853. Mr. *Newdegate.*] Your only fear of difference arising owing to the statement in writing as by the arbitrator, is that it might lead to some difference between the parties concerned?—Yes; my opinion is with respect to

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to that, that if the tenant and the landlord had to choose those people, it would be not so pleasant; it would be better to have people chosen and set apart on purpose.

2854. Your only fear of difference arising owing to the statement in writing as by the arbitrator, is that it might lead to some difference between the parties concerned?—No doubt of it.

2855. Supposing those items were only produced in cases where a difference had already arisen, your objection would not have force?—No; it is evident that if the landlord and the tenant agreed, without calling in those valuers, that is, that if they were both perfectly satisfied, the tenant claiming so much from the landlord, and he being satisfied to give it him; or the landlord claiming so much from the tenant, and he being satisfied to pay it, the valuers would not have to interfere; but if the valuers were to interfere it would be better to keep the items from both parties, they merely giving in their valuation of the damages.

2856. But you think that those items ought to be produced to the umpire?—No doubt of it; he should act with the two valuers.

2857. In the case of the appointment of an umpire subsequently, you think it is essential to the justness of his decision, that the items should be produced for that decision?—No doubt of it, to him; the two valuers ought to acquaint him with what they have done. I think it is better no doubt for them all to act together from the first, where they have to be called in.

2858. But in the case of an umpire being appointed subsequently, to decide the matter between the arbitrators, you think that the items ought to be produced?—Yes, to him; but not to the proprietor and the occupier.

2859. To whomsoever shall decide the matter between the arbitrators?—Yes.

2860. Mr. *Stafford.*] You have said that you think with respect to the appointment of the arbitrators, that the patronage of the appointment of those arbitrators should be in the hands of the Government?—Yes.

2861. Do you think that any class of men should be ineligible, that is, that there should be restrictions in the Bill as to the choosing of those arbitrators from any particular class?—No, I do not think that that is necessary; I should think that the Government would choose such men as had practical knowledge respecting what damages ought to be laid upon both parties.

2862. You do not think that either the tenant farmers or the landlords should be ineligible?—No.

2863. You would admit farmers to be appointed?—Yes.

2864. Have you considered at all how you would have them paid?—There cannot be a stated thing, but there ought to be according to the number of acres of ground that they have to look over, and what they have to do.

2865. That being the case, from whence should the money come to pay them?—From the parties that were in the wrong. If the landlord brought his action for dilapidations against the tenant, then that amount of money ought to come from him if he were in the wrong. If the landlord was owing to the tenant I think he ought to pay the whole of it without the tenant was in the wrong, so far as leaving the farm in a dilapidated state goes; then the amount ought to come from his pocket.

2866. And do you think that those arbitrators should have full power to recover in any case?—Yes, or it would be a very disagreeable thing. I think they ought to have full power to recover their expenses before the landlord recovers his rent, and for this reason, it would be very hard for them to be brought in and not to have a guarantee for their expenses.

2867. If the tenant were in the wrong and the expenses were awarded against him, would you make the claim of the arbitrator prior to that of the landlord?—Yes, there is no doubt of it, or there would be no security, because, if the landlord was to be secured for his rent, the valuer would have a poor chance, probably, in some instances where a tenant was leaving a farm in embarrassed circumstances.

2868. Mr. *Henley.*] You seem to have given a great deal of attention to the details of this plan as to the appointment of the valuers; do you think that those Government valuers ought to be allowed to take general business of that description in the neighbourhood?—Yes, no doubt of it; I do not see why they should not.

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2869. You were understood to say that you thought that parties appointed by private individuals, landlords, or tenants, might be under obligations to those tenants?—Yes.

2870. Would not those other parties by taking general business be equally under obligations?—Yes, in some instances they might, but it would not be a general thing, because the tenant might appoint his own next neighbour and the landlord the same; and if there were general valuers, whatever they did would be thought right by both parties.

2871. Who should you propose to pay for the valuation, the landlord or the incoming tenant?—That depends upon circumstances; my opinion is, if a farmer left a farm in a dilapidated state, he ought to pay the valuers.

2872. The question is this: who should pay the outgoing tenant for the amount expended upon the farm, the landlord or the incoming tenant?—He ought to have security from the landlord.

2873. In your opinion, what should that security be?—He ought to have the land to go upon; the security ought to be from the landlord, but dependent upon the circumstances; my opinion is, that he ought to have possession of the land until the landlord either remunerated him for the expenses, or compelled the incoming tenant to do it.

2874. You would allow him to obtain possession of the land?—Yes, till he had the guarantee given him that this amount of money was to be paid; without the outgoing tenant had the landlord to look to, the incoming tenant might be a man without capital, and then he would lose the money that he had laid out.

2875. Then the amount to be paid to the outgoing tenant must be ascertained, according to that view, before the termination of the tenancy?—No doubt of it.

2876. In your view, should the tenant give any notice to the landlord of the capital he was about to expend, such as in drainage, that the landlord might satisfy himself how the work was done?—Yes; he ought to give notice and have his consent for every penny laid out, that is, either from the landlord or his agent.

2877. In your opinion it would be right?—Yes, my opinion is, that he should not begin to take possession of another person's property, and expend money without the consent of the other person, the landlord.

2878. Supposing the landlord refused to give his consent; how then?—If that was the case, he would be at liberty to leave it.

2879. In your opinion, in case of notice being given and consent refused, the tenant ought not to be allowed to lay the money out?—Not with regard to such like as permanent improvements, such as drainage, farm tanks, and buildings, and so on; it might not be convenient for the landlord to allow it to go on, and they should not be allowed. But with regard to improving the land by artificial manures in many ways, that I think ought to be at the will of the tenant, because if it come before the arbitrators they would be satisfied that the amount he laid out was a great benefit to the landlord, or they would not award any amount to the tenant on that account.

2880. Should any notice be given to the landlord as to the laying out of money upon artificial manure?—No, I do not think that at all necessary.

2881. Would there be no difficulty of proof?—No difficulty whatever, I think; I think that the tenant ought to give the receipt from the person whom the article was bought from; therefore there would be a guarantee against fraud.

2882. It would merely secure the purchase of the manure; it would not secure the spreading it upon the land?—But the valuers would be able to prove whether that quantity of manure was put on; if they had a doubt about it, they could bring his servants or farm people to prove whether that quantity of manure was put on or not.

2883. That might be proved by the labourers?—Yes; and they could not have better proof.

2884. The bill of the purchase would merely prove that that quantity of material was bought and delivered to such and such a man?—Yes; and he would have to prove from his own people that it was used.

2885. Do you think it would be at all a matter easy of proof when running over three or four years?—No doubt about it.

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2886. Do you think there would be no opening for fraud?—No; I do not think at all there would.

2887. Have you ever known attempts at fraud in valuing existing customs?—No, we have not had much of that in our county; I never knew of an instance of that kind.

2888. *Chairman.*] You were understood to say, that in the event of any Bill being passed on this subject, you would recommend that it should not be made applicable to existing leases, but that it should be made applicable to holdings by yearly agreement?—Yes.

2889. In your opinion, then, the landlord, the land being held by yearly agreement, would have his remedy in his own hands, if he did not choose to submit to such a law?—Certainly he would be at liberty to discharge his tenants at the year's end.

2890. You stated that you would rather decline holding land under a lease on account of the uncertainty of the times?—Yes.

2891. Your apprehension then is not that the land will become altogether unfit for cultivation, but that you would not like to be tied to give a fixed amount of rent for so long a period as 21 years?—Yes, that is it; I do not at all apprehend the land going out of cultivation; my opinion is, that I should not like to be bound to give a fixed rent for a farm; in short, my farm, for the rent and tithe, is upwards of 1,200 *l.* a year for 485 acres of land; the title is commuted at 156 *l.*, and the rent is 1,050 *l.*, that is 1,206 *l.* a year. I should not like to be fixed with that rent for 20 years to come, though no doubt the farm is worth more by 300 *l.* a year than it was 10 or 12 years ago, from the improvements I have made; but I would rather hold it from year to year.

2892. Sir *C. Lemon.*] Is not there a conviction in people's minds that it can never be worth while to a landlord to exact rent, even if it was due, beyond what the farm can fairly bear; if you were under lease, and the rent was found too high from a change of times, is not it the conviction in people's minds that it is not to the advantage of the landlord to exact the full rent, though it is his due?—No doubt it would be to his advantage; but there are not many landlords who have tenant farmers but what would try to get what the agreement was for.

2893. A landlord acting upon the principles of common sense, would not it be decidedly his interest to reduce his rent rather than to let his farm be wrecked out?—No doubt it would be to his advantage, but there are very few that would avail themselves of that opportunity; they would mostly exact all they could.

2894. Is it your opinion that landlords are not endowed with common sense like other people?—Yes, quite as much, and perhaps with more than many others, but they like to take all they can get, most part of them. If I could insure my landlord's life for 19 years I should have confidence that he would not want me to pay more than the land was worth.

2895. *Chairman.*] Are not there many places where the landlords have not a power over their own property, being in the hands of agents and executors?—Yes, it is the case, but not very often; mine is in the hands of executors and agents, but still they allow the landlord to have power to grant what he thinks proper.

2896. Mr. *Henley.*] Your farm is good land of course by the rent you pay?—Yes, very good land.

2897. There is a great deal of poor land cultivated in this country, is there not?—Yes, but there is a good deal of land in the county which I am sure, if cultivated in a similar way to mine, would be quite as good.

2898. There are very poor tracts of land which, if there were very great alteration in the times, must go out of cultivation?—Yes, but if they were in a good state of cultivation to begin with, there would be a greater encouragement to go on. If any great alterations were to take place in the times, there would be 19 out of 20 of the lands that are in a bad state would go out of cultivation. Land in a high state of cultivation in the better description of farms would stand a better chance. I repeat that there are in this country many tracts of land which might me made to grow as much on 20 acres as it now does on 30; it would always be to a farmer's advantage to keep his land in a high state of cultivation in preference to keeping it in a bad state.

Mr. *Henry White*, called in; and Examined.

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2899. *Chairman.*] YOU are a Land Surveyor, and indeed the only land surveyor at Warrington in Lancashire?—I am.

2900. And you have a great deal of business in valuing and surveying land in that neighbourhood?—I have an extensive business for 20 miles round Warrington, extending through South Lancashire, and a great part of Cheshire.

2901. You are secretary to a large agricultural society, the Liverpool and Manchester Society?—Yes, I am the sole secretary.

2902. Are you not also an inspector of that society for premiums given for the best cultivated farms within its limits?—Not for that society; but I was inspector for the Liverpool Society before it was united with the Manchester. I was joint inspector for this society, and I was inspector for the South Cheshire Society. I am inspector of farms for the Darsbury Farmers' Club, in North Cheshire.

2903. Have you also had the management of considerable property in Cheshire?—I had at one time for about 13 years, and I have now the agency of a small estate.

2904. In those different capacities have you become practically acquainted with the farming of South Lancashire and Cheshire?—I think I have.

2905. Will you state to the Committee what are the customs between the outgoing and incoming tenants in Lancashire?—They are very limited indeed. A tenant professes to quit his land on the 2d of February, with the exception of a pasture field, called the outlet for the cattle. The house, buildings, and the outlet are given up on the 1st or 12th of May, as the case may be. The tenant leaving his land, therefore, on the 2d of February, has nothing upon it but the wheat crop, and for that he gets half of the wheat crop allowed him by the oncoming tenant, if it is after green crops (which it is generally with us); if it is after the summer fallow, he gets two-thirds of the wheat crop allowed him, and that, with the exception of the allowance for clover or grass seeds, which have been sown the previous year, is all that he gets.

2906. Mr. *Henley.*] What are the holdings, Michaelmas or Lady-day holdings?—They may be considered as Lady-day holdings.

2907. *Chairman.*] It is old Lady-day, is not it?—The holding is the 2d of February, as I stated, and the 1st or 12th of May for the outlet.

2908. Mr. *Henley.*] When is the rent payable?—From an intermediate period, which is Lady-day.

2909. *Chairman.*] To whom does the dung belong?—It belongs to the farm.

2910. Does it belong to the landlord or to the outgoing tenant?—It belongs to the landlord, taking it in that sense.

2911. The incoming tenant makes no payment for the manure he finds upon the premises?—None whatever.

2912. Is any compensation made for any kind of improvement to the outgoing tenant?—None can be demanded by the custom or legally; but it is sometimes given by the landlords.

2913. Is it often given by the landlords?—I think it is sometimes given by liberal landlords. I myself have recommended it to be given, in many instances, as a matter of justice.

2914. Was that in Lancashire or Cheshire?—In Cheshire.

2915. If it were given in Lancashire, in what way would it be given?—Probably in money, and the landlord would then be at liberty to make his own arrangement with the incoming tenant for any advantage he ought to have out of it.

2916. Is that commonly practised in Lancashire?—I am afraid not.

2917. Is there much room for improvement by draining in Lancashire?—Very much.

2918. What is the general character of the South Lancashire land?—About two-thirds of it is strong clayey loam, upon a subsoil of clay. The clay requires under draining before it can be properly cultivated.

2919. Can you state what is the average yield of wheat upon those cold clay lands?—Upon the cold clay land, about 20 bushels per statute acre.

2920. Mr. *T. Egerton.*] You mean the undrained land?—Yes, undrained land.

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2921. Are you acquainted with land that has been well drained in Lancashire?—Yes, I am.

2922. Has the produce been much increased there?—Yes, it has been frequently doubled.

2923. Are you acquainted with the extensive improvements that have been made in Lord Derby's property?—I am.

2924. Have those improvements which have been carried on there for many years tended greatly to increase the produce of Lord Derby's farms?—I have no doubt they have.

2925. To the extent that you have already mentioned?—I am not personally acquainted with the estate so as to give a certain opinion as to that, but I have seen very heavy crops of wheat upon the land after draining, I think, nearly to the amount.

2926. Is much of the land in South Lancashire so wet as not to bear root crops at present?—Certainly the clay lands are not fit for root crops at present, if they are not drained.

2927. Is there any considerable proportion of these clay lands that would bear good root crops by draining?—Yes, all, by draining and subsoil ploughing.

2928. Lancashire has a very wet climate to contend against, has not it?—Yes, very wet indeed; we have 36 inches of rain falling in the 12 months.

2929. Does not that render the undrained clay land peculiarly disadvantageous for farming?—Peculiarly so for every state; but perhaps the least so for that of grass, with which a great portion of it is obliged to be cultivated in consequence.

2930. What sort of pasturage does it make?—Very miserable.

2931. If the increase of produce would be great upon the undrained arable land, would not it be much greater upon such poor undrained pasture land, if it were drained and put under the plough?—It would be equally great upon the pasture land.

2932. Mr. *T. Egerton.*] Has it come within your knowledge where the land has been drained, what has been the increase of stock that has been kept upon it; speaking as to the grass lands entirely, what increase of dairy stock has been kept upon it in consequence of that?—Upon the dairy farms, the drainage of the land has generally been followed by the application of bone manure, and the increase has frequently been half as many more cattle, or one-third more cattle and cows than were kept before by the farmer.

2933. *Chairman.*] Is that application of bone manure at all practised in Lancashire, or in Cheshire?—It is practised to a very limited extent on the grass land of Lancashire, but in the growth of turnips it is beginning to be more generally used.

2934. As to Cheshire, are the customs between outgoing and incoming tenants in that county similar to those in Lancashire?—They are.

2935. Is the period of entry the same?—It is.

2936. Is the soil of Cheshire, with which you are extensively acquainted, generally a cold wet soil?—Not so much so as South Lancashire; but one-half of Cheshire is a cold soil, the other half is sandy loam and peat, incumbent upon the red sandstone and upon marl.

2937. The climate of Cheshire is like that of Lancashire in respect of rain, is not it?—It is very similar.

2938. Are the undrained lands of Cheshire in a very cold unproductive state?—They are.

2939. Is the grass land of Cheshire much benefited by draining?—Yes, it is very greatly benefited by draining.

2940. Is there a great deal of it that still remains to be drained?—I should think there is one-fifth, or one-fourth, or more; but I have no means of stating correctly.

2941. Of the grass land?—I should think there may be that proportion.

2942. Mr. *Henley.*] Do you say that have been drained, or that are to be drained?—To be drained.

2943. *Chairman.*] What proportion of the cold arable lands of Cheshire has been already drained, should you say?—Probably half the arable land, or not so much; but the proportions are very difficult to define, of course.

2944. Have you more grass land or arable land in Cheshire?—About two-thirds are in grass, and one-third in the arable state.

2945. Have you a peculiar mode of improving grass land in Cheshire, by bones, that is almost confined to that county?—We have; the application of bone dust to the cold clay land of Cheshire has perhaps made the greatest improvement that ever was made in that county.

2946. Will you describe to the Committee the process of those improvements by the use of bones on pasture lands?—The bones applied generally by the farmers are the boiled bones, which come more immediately into action; they are generally applied either in October or November, or in the month of April; they come into full action in about 12 months, or rather less if they are boiled bones; if they are raw bones we do not consider that they will come into action so soon by a great deal.

2947. In what quantities do you apply the bones?—At the rate of one ton per statute acre.

2948. What is the price of the ton?—About 4 *l.* the boiled bones: the others will vary from 6 *l.* to 8 *l.*, according to the degree of fineness they are reduced to by the person who sells them. I have paid as much as 8 *l.* for very fine raw bones.

2949. Have you any restriction as to stocking the land during the year of the application of the bones?—The landlords, if they find the manure, charge a percentage for it, of course, subject to the land not being broken up again without their consent.

2950. When you have applied a very heavy dressing of bones to the grass land, are you obliged to treat that land differently as to stocking?—It would carry a much greater weight of stock in a few years; I do not know anything else; the food is very rich, and it is doubled; trefoil and white clover are produced by the application of the bones, and all the good grasses are brought forward; it is an excellent fertilizer, and brings out all the virtue of the land.

2951. How long does this dressing last?—It will last much longer on the pasture land, because the increased number of cattle it will bear will cause an increased fall of manure upon the land, therefore we consider that if the land continues in pasture it will never depreciate.

2952. You consider this heavy and expensive dressing of bones to be almost a permanent improvement?—Yes, in the pasture land, not in the mowing land; perhaps in the mowing land it would be exhausted after four or five mowings.

2953. Mr. *T. Egerton.*] Is not the average supposed to be about 11 or 12 years with the bones?—We should not think of allowing a tenant anything beyond that period (if we considered him justly entitled to something), not even for pasture land.

2954. In the case of a tenant laying out money, and putting on the bones himself, would he not be paid for that in 11 years?—I think he would be repaid in a much less time where the land has been previously drained.

2955. You have mentioned with respect to the boning, that a process was carried on in Cheshire of applying marl to the light soils?—That was formerly very much practised, more so than at present, now that the artificial manures are applied. Marling is a very essential improvement to the sandy soils of Cheshire.

2956. How many square yards do you reckon to be required per acre?—The application is generally from one to two roods of 64 cubic yards.

2957. What is the period that the marling is supposed to last for?—I should think from seven to ten years. When the land gets laid down to grass, as it does sometimes after marling, the marl lies partially dormant until it is ploughed up again; but not altogether so, because the grass will be much improved, and therefore the grass roots must be deriving benefit from it. We find it gradually sinking every year; the longer the field is in grass the deeper we find the marl.

2958. Mr. *Henley.*] How are the bones that you have spoken of applied to the grass land; in what shape; broken very small, or how?—Those that are boiled are crushed as small as they can crush them, and they are spread by hand.

2959. Is there anything mixed with them?—No.

2960. How are the raw bones applied?—They are frequently applied in the

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the same way; but they are sometimes, for turnips, applied with farm-yard manure.

2961. But how are they applied on the grass land?—In the same way.

2962. And crushed as small as you can crush them?—Still finer, if possible, than the boiled bones, because they will not decompose so soon.

2963. *Chairman.*] You say that since bones have been introduced, that marl is not so much applied to the light lands of Cheshire?—Since the general use of bones and other artificial manures; certainly marl was more especially applied for promoting good crops of corn.

2964. Is it your opinion that both on the grass land where this heavy dose of bones is given, and on the light land where bones are used in the ordinary course of farming, it would be wise to give to the tenants a claim for that expense incurred by them on their quitting their farms?—I think so.

2965. Do you think that the recognition of tenant-right for improvements would, both in Lancashire and Cheshire, tend greatly to the improvement of farming?—I do.

2966. What effect do you think it would have upon the landlord?—I think it would have no bad effect upon the landlord but this good one, that of giving him better security for his rent.

2967. You think it would give him better security for his rent; would not it also render it more easy for him when he had farms vacant to obtain men of capital as tenants for them?—Yes, I think so, invariably.

2968. Do you foresee any difficulty in making an arrangement for compensation when the tenant quits the farm, or any bad feeling or litigation that is likely to arise between the landlord and the tenant?—It frequently occurs now, too frequently indeed.

2969. You were asked whether you think, that if the tenant-right for compensation were granted, in that event any great difficulty would arise as to the valuation of the rates, or any unpleasant feeling or litigation would be likely to arise between the landlord and tenant?—Not at all likely. I think a great deal of bad feeling now existing would then be done away with.

2970. Mr. *Henley.*] You have stated that one-fifth of the grass land of Cheshire is undrained?—I think that is probably the case, but it may be much more.

2971. How long have you been acquainted with Cheshire?—For 20 years.

2972. Has the drainage of the other four-fifths been done during that time, or was it done antecedently?—A very small portion of it was done when I knew it.

2973. Then the four-fifths have been drained in the period over which your knowledge extends?—It is only some of the soils that would require it.

2974. You are understood to speak of the grass lands principally, which are the heavy lands?—There might be half that would not require it; that would be two and a-half fifths.

2975. And you think about the half of the arable land is also drained that requires it?—I think probably so now, for the improvements have been going on extensively for several years.

2976. At whose cost have they generally been done?—Sometimes they have been done by the landlord, but more frequently by the landlord and tenant joining.

2977. Consequently they see their mutual advantage, and agree to do that?—Yes.

2978. Are the lands of Cheshire you have spoken of, held ordinarily by lease or by agreement?—They are some of them held on lease, but more commonly by agreement, from year to year, I think.

2979. And under that agreement from year to year, both parties seeing their interest in them, those improvements have taken place?—Yes, they have.

2980. Has the operation of boning been general in Cheshire?—It has been very general.

2981. And what security has been given for that; has it been done at the joint expense of the landlord and the tenant, or by the tenant, or by the landlord?—In some cases, where the landlord is a man of property, and has the money to spare, he has manured the land with bone dust, and charged the tenant from 7 to 7½ per cent. for the outlay of the money. In many other cases the tenants have found the bone manure themselves.

2982. Has that been done to a very considerable extent in the one way or the other, without any law to step in?—Yes.

2983. Are the lands in Cheshire generally held by lease or by tenure from year to year?—They are more frequently held by yearly tenancy.

2984. You have spoken of one large estate, namely, Lord Derby's estate, as having been drained; do you know at whose expense that was drained?—At the landlord's.

2985. What tenure was it drained upon?—The landlord charges 5 per cent. for the outlay to the tenant.

2986. What is the tenure of land in Lancashire?—Principally from year to year. In some few cases it is held on lease, or what is much the same, agreements for a lease.

2987. Are leases more general in Lancashire than in Cheshire?—I do not think they are.

2988. Is there any difficulty, in your judgment, in a tenant by agreement securing himself in respect of any outlay he wishes to make, if the landlord is willing to grant it?—Of course there cannot be if the landlord is willing to grant it; but there appears to be great difficulty at present.

2989. You were understood to say that, in your opinion, legislation is necessary; do you think that it ought to be retrospective or prospective?—I think prospective.

2990. Only prospective?—I think that tenants, however unreasonable, would hardly expect it to be retrospective.

2991. Do you think that the tenants are unreasonable?—No doubt they are in some instances, as well as the landlords.

2992. Do you think that in the event of leases, the law should override those leases or not?—I think it could not interfere with existing leases.

2993. In the event of future agreements, should it be competent to any parties to exempt themselves from the operation of the law or not, in your judgment?—I think those parties that granted long leases might claim such a privilege.

2994. Do you think that persons with agreements from year to year ought to have the privilege of exempting themselves?—No.

2995. Do you think the law ought to fix the right of compensation, in spite of any agreement made to the contrary?—I think the law ought to lay down the general principle.

2996. The law laying down the general principle, do you think it right that the landlord and tenant, if they choose, should exempt themselves from that general principle?—I think it would not be wise to allow them to do so; the law would never get properly enforced if that were so; it would be evaded.

2997. You thinking this general principle ought to be applied, ought it in your judgment to be carried to any point beyond that for compensation for money expended?—Certainly not; it must be compensation for money expended, of course.

2998. You would not compel the owner of land to let his land?—Not at all.

2999. Giving him the option of letting it or not, you would propose terms of letting it upon?—I would lay down the general principle upon which it should be let, so that the tenant should be fairly protected.

3000. If the tenant could not get land without, you would not allow him to exempt himself from the operation of the law?—No.

3001. What is the custom as to buildings in Cheshire?—The landlord generally puts them into repair when the tenant goes to the place, and he expects the tenant to keep them in repair upon being found materials in the rough.

3002. Is that the same in Lancashire?—Yes, I think it is; there are various customs upon different estates.

3003. Is it by agreement upon the various estates, or by custom established?—I believe it would be by agreement.

3004. By private agreement?—Yes.

3005. Is there any custom, that you are aware of, existing in Lancashire and Cheshire applicable to buildings?—I think there is no well-established custom.

3006. You have said that you think that the general principle ought to be established by law to give compensation to the tenants; do you think it ought to extend to dilapidations as a set-off against that?—Yes, it ought to extend to dilapidations and breach of covenants.

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3007. Supposing parties holding without agreements, and therefore that there were no covenants, you have said that the law is to operate in spite of agreements; then do you think that it ought to extend to dilapidations?—I think it should extend to dilapidations and bad husbandry.

3008. Dilapidations as applied to buildings, and bad husbandry as applied to the land?—Yes.

3009. Should the principle, in your judgment, be the capital expended by the outgoing tenant, or the advantage derived by the incoming tenant?—I should prefer the latter principle, I think, as the safe guide, but the former might be taken as some assistance to the valuers in forming their judgment.

3010. It is a material difference, of course, between the two principles; what is your judgment as a practical man, as to which ought to be the principle, the capital expended by the outgoing tenant, or the unexhausted improvement in the land?—Where a man might not have judiciously expended the money, the valuers should have the power to take that into account.

3011. Do you think that the principle should be decided by the law, or be left to be settled by the valuer in each case?—It might be safely left to the valuers, I think.

3012. You have heard the evidence given by the last witness; should the valuers, in your opinion, be appointed by the landlords or the tenants, or by the Government, to act between them?—Inasmuch as I do not know that any inconvenience has arisen in other counties from the mutual appointment of valuers by both parties, I do not see why that system could not still be acted upon. If Government officers were appointed, it is clear they could not be allowed to do private business in the district for which they are to act as tenant-right valuers.

3013. That would be your opinion?—Yes; that would be my opinion.

3014. In your judgment, against whom should the outgoing tenant have the remedy?—He should have his security in the landlord; but no doubt generally he would have to get the money from the incoming tenant.

3015. What would be the nature of the security you would give him against the landlord?—It might be by action.

3016. What remedy would you propose against the landlord?—I do not know any remedy so good as by an action.

3017. Supposing the landlord out of reach of action, abroad, how would you deal with that case?—He must have his remedy upon the land, the same as in the Tithe Commutation Act.

3018. Against the person in occupation?—I apprehend he would not give up the occupation until he was compensated; he should have the privilege of holding.

3019. You think he ought to keep the holding until his money was paid?—Yes, or a guarantee given.

3020. In that case what would be the necessity of the cultivation of the land; who is to cultivate it?—The tenant remaining should go on cultivating, if he had not some assurance that his tenant-right would be paid.

3021. And for what period might he continue in possession; for a broken period of a year, or for a whole year, or what arrangements would you make in that respect?—He might continue any period, if he was compensated for what he had done during the state of suspense.

3022. Would you put him in the position of a mortgagee in possession?—No; perhaps not exactly; I do not apprehend any difficulty in the matter; I do not think there would be the least difficulty.

3023. You say that the outgoing tenant should retain possession of the farm until he was paid; upon what conditions do you think he ought to keep that possession, as to the cultivation and as to the period when he was to give it up?—If he held over his time, in consequence of the landlord or incoming tenant failing to make compensation, I think he should continue to work the farm in the same way as he had hitherto done, and until he was compensated.

3024. How is he to be paid for the expenses he has incurred in the cultivation?—By the same rule that he is paid for improvements that he has made; it is not an uncommon thing to pay an outgoing tenant for land ploughed and prepared for the spring corn.

3025. Assuming the parties to be hostile to each other, then how is the tenant to be compensated for cultivation?—If such an event were likely to occur, it would be right to provide for it by a legislative act.

3026. But how is that to be provided for?—I apprehend the same remedy might be given as we have under the Tithe Commutation Act, by distress upon the premises and by sale of some of the land.

3027. But the Tithe Commutation Act does not enable you to retain possession?—No, but it enables us to sell the land when we have nothing else to distrain upon.

3028. You state that you would have the same remedy as the Tithe Commutation Act; we should know that; when you say that you would retain possession until it is paid, how is that to be done?—I have not given that point consideration beyond what I have stated; I am of opinion it is a difficulty that would not arise once in a thousand times.

3029. Did you state that the tenant ought to be compensated for manures and oil-cake?—No, I did not.

3030. In your judgment should it extend to that?—I think it should extend to oil-cake or other food of that description bought and consumed upon the land; but that is not practised to a great extent with us.

3031. It would be advantageous, would not it, if it were practised?—It would, but as we have the means of getting manure from the large towns, being a manufacturing district, that plan has never been so much adopted with us.

3032. Would the valuation necessarily in your judgment take place before the termination of the tenancy?—It would.

3033. Then it must be an estimate of the consumption up to the conclusion of the tenancy, and not the actual consumption?—It would be only a few weeks before the expiration of the tenancy.

3034. It would be an estimate, and not what was actually consumed?—It would be a pretty correct estimate, probably the consumption would not be going on to the very end of the tenancy.

3035. Ordinarily speaking, if a sale takes place of stock and so forth, they are kept upon the farm until within two or three days of the tenancy, is not that so?—They ought to be kept upon the place, of course, until the expiration of the tenancy, but the tenants frequently with us make an attempt at selling their stock and produce long before the expiration of the tenancy.

3036. If they are going into another farm, is that the case?—Not when they are going to another farm, but when they are going to give up farming.

3037. When they are going to quit business altogether?—Yes.

3038. Then do they give up the profit of holding the land for the last six months, because they are going to give up business altogether?—There is no profit in holding the land in winter after the crops are got.

3039. Do you not grow turnips?—The turnips are frequently stored with us; they are got up in November and December and stored.

3040. What do you do with them?—They are given to the cattle.

3041. And you keep cattle up to Candlemas or Lady-day to eat them?—Up to the 1st of May.

3042. If you give the turnips to the cows, do you not milk them?—Yes.

3043. That is a profit?—Yes, of course.

3044. Therefore there would be a profit made in all those ways?—That profit would not be equal to the advantage of selling off the produce in January or February to the tenant, because they generally manage that the cows shall not give very much milk in the winter.

3045. They let them off?—The principal milking season is the season of summer and autumn.

3046. And of cheese?—Yes.

3047. Is there any custom in any part of the country by which thrashing machines are dealt with?—There is no custom, that I know of.

3048. Are the tenants, if they put up a thrashing machine, allowed to remove it?—I think they would be allowed to remove it. I think it would not be objected to.

3049. It would not be considered as attached to the freehold?—I think it could not be removed legally if the landlord would not allow of it, but I think few landlords would object to a thrashing machine being removed.

3050. In your judgment, what has been the custom?—I have never known a thrashing machine refused to be removed. I know of a steam engine being put

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put down by a tenant, who died suddenly; the estate was one that I was connected with, and it was quite optional with the landlord whether he would allow for that steam engine or not.

3051. The law would have enabled him to claim it without paying for it?—Yes.

3052. In your opinion ought that to be guarded against?—I think the tenant should either have the value of the steam engine, or at least the privilege of removing it, or selling it.

3053. In trade, manufacturers have the power of removing such things?—Yes, they have.

3054. And it would be just to place the agricultural tenant in the same position with regard to fixtures of that description that they might want to use in their trade?—I think so.

3055. Mr. *Newdegate.*] The practice of growing potatoes prevails extensively in Lancashire and Cheshire?—Yes.

3056. The value of that crop is very great, is it not?—It is a valuable crop, but it is an expensive one.

3057. What kind of manures are generally used for the production of that crop?—Horse and cow manure.

3058. Do you use any sea-weed?—No.

3059. Is that a crop that would compensate the tenant for any expense of artificial manure in one year?—I think the tenant is frequently not compensated by the potatoe crop itself, but by the succeeding crop, which is generally wheat.

3060. Is he compensated in two years?—Yes, frequently; but the manure may not be exhausted for three or four years.

3061. Mr. *Colville.*] You have stated that it is the custom in Cheshire to put on a ton of boiled bones per statute acre, which costs 4 *l.* per ton?—Yes, 4 *l.*

3062. And you put on a ton of unboiled bones per statute acre?—Yes.

3063. Will you say how much extra stock an acre of land in that way manured will keep?—I stated before, half as many more, or one-third.

3064. In short, then, three acres, keeping two cows under ordinary circumstances, would keep four and a-half cows per acre?—Yes, one-half as many more; if three were kept before, four and a-half would be kept afterwards.

3065. How long do you think that the tenant ought to enjoy that land he has manured with bones in that manner to be remunerated for that outlay?—I think he would be remunerated in four or five years.

3066. Depastured?—Yes, depastured, but he ought to have a little longer allowance.

3067. Why should he have had an allowance for a longer period than that?—As some little encouragement for the improvement; from seven to ten years, I should think.

3068. How much extra hay will land produce that has been manured with a ton of boiled bones?—At least double what it produced before.

3069. How long ought the tenant to enjoy that land before he will have reaped the full benefit of it?—I think if he mows it four times after manuring, his claim to compensation would then be exhausted.

3070. In short, in either of those cases if a tenant was ejected, if he had a fourth for each year allowed him, that would be remuneration?—For mowing land.

3071. Or for pasture land?—It should be extended for pasturage to double that period, at least.

3072. Do you use bones on the arable land?—Upon the sandy loams and peat, for turnips we use them to a great extent; we do not find them to answer upon the sandy loams in grass so well.

3073. How long is it before they become exhausted on arable land?—I think in three or four years, or probably more.

3074. As to unboiled bones, what is the price per ton of unboiled bones?—It varies from 6 *l.* to 8 *l.*, according to the degree of fineness to which they are reduced.

3075. What extra stock will land keep that has been manured by unboiled bones?—Much the same as the other; but the unboiled bones are considered much more durable, and no doubt they are so.

3076. Do

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3076. Do they come into operation as soon as the boiled bones?—I have already stated they do not.

3077. Do you apply sulphuric acid to make them come into operation sooner? —Last year for turnips I did try it, but not for grass land.

3078. How many years do you think that a tenant ought to have a tenant-right for in land on which unboiled bones had been put; land that has been depastured?—I think eight or ten years for that.

3079. And in case of having mowed that land, how long ought he to have the tenant-right?—A year or two longer than for boiled bones.

3080. Six years, you would say? —Yes, or six mowings.

3081. Mr. *Henley.*] What value do you consider a cow's produce to be in Cheshire upon a cheese farm?—We average our Cheshire cows about 3 cwt. of cheese per cow.

3082. How much money will that be?—Nine pounds, besides the refuse, which goes to feeding the pigs (the whey from the cheese making), and a little butter.

3083. How many acres do you stock by a cow in your pasturage?—About two statute acres on the average for summer kelp.

3084. To a cow?—Yes; but taking the farm through——

3085. But keeping to the pasture, it is two statute acres to a cow, you say; that is, of course, unboned land; your calculation gives two acres of unboned land to a cow, and the produce of the cow is 9 *l.*?—Yes; probably you might put it from 11 *l.* to 14 *l.* altogether, for the year.

3086. It would take six acres to keep three cows in the pasture grounds?—Yes.

3087. And if it were boned, four acres would keep the three cows; is that so? —Yes.

3088. That would be your calculation?—Yes, about that; it is difficult to give exact proportions.

3089. Then in point of fact the 27 *l.*, which is the produce of the three cows, would have to be thrown over four acres instead of over six?—Yes.

3090. Mr. *T. Egerton.*] You were asked as to the valuation just now; have you had some experience as inspector of improvements in those farms?—I have.

3091. Have you ever found any difficulty in valuing the improvements on the different farms which in the course of your experience you have seen?—My inspection has been for prizes offered by agricultural societies, and of course that farmer who made the most improvements got the prize.

3092. You have had opportunities of seeing what the improvements which have taken place upon those farms have been, and do you not take into your consideration, as one great element, what the farm was before?—Yes.

3093. Have you found any difficulty in valuing those improvements?—No, but I have no occasion to value those improvements, as they are not allowed for, that I know of.

3094. The question merely means as an inspector?—As an inspector of farms for agricultural societies, we do not take that ingredient into account, not the ingredient value; we consider what the tenant may have expended in the improvements; we do not go into those details as to what the particular cost of a single article may be.

3095. Sir *C. Lemon.*] You said just now, that after the application of a certain manure, that the crop was doubled; you apply that only to the first year after the manuring; is not that so?—That would apply to bone manure, and to mowing land.

3096. And that the crop in the succeeding year would be doubled?—Yes, it would be doubled probably in the first and second years following.

3097. Would it be equally good on the second year as the first?—Yes, because the full virtue is not obtained in the first year.

3098. How would it be on the third year?—It would be gradually diminishing in mowing land.

3099. In about what proportion would it be reduced, to one-fourth or half as good instead of double?—I should think two-thirds would be exhausted.

3100. Then of course in any estimate of any claim that a tenant might make for manure expended four or five years before that, or even beyond that time, you must constantly be going on by a decreasing scale?—Yes, you must have a graduated scale.

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3101. *Chairman.*] You were understood to say, that if grass land is boned and fed afterwards, and not mown, it is a permanent improvement to the land?—It is next to a permanent improvement upon the pasture land, so long as that land remains in pasture.

3102. Mr. *Colville.*] What effect has it on the cheese; does it improve the quality?—It improves the herbage, and thus improves the richness of the milk.

3103. Do you find the cheese stands as well on land that has been boned?—No, it is tender.

3104. It rises?—It is more difficult to manage altogether; it is much richer.

3105. Mr. *T. Egerton.*] Is not there considerable difficulty experienced by farmers coming from poor cold lands on to rich lands in the first year in making the change?—There is a difficulty frequently; it probably arises in part from his having no settled rule or principle upon which he manufactures his cheese.

3106. Mr. *Henley.*] The account about the increase of stock you have given will stand thus: the unboned land three cows upon six acres would be 4 *l.* 10 *s.* an acre, and on the boned land it would be 6 *l.* 15 *s.* per acre?—I dare say it would be so.

3107. And that is the return for the outlay of 5 *l.*; 2 *l.* 15 *s.* per acre gained?—The return is very great indeed; I have not reduced it to figures in the way it is now stated; but I have no doubt it is very great.

3108. The proportions you have given of one-half increase; do you think that that is so?—I think it is so in many instances; there may be some cases where it is not so much.

3109. It is so beneficial a result, that it is desirable to have it as clearly from you as possible, according to your judgment?—I have heard of some farms where the cattle have been doubled by that application.

3110. Can you really speak to one-half increase?—Yes, it may be taken at a half to one-third; of course it would depend upon the quantity of land in grass, as the number of cows on any particular farm.

3111. But the question had reference to per acre?—Yes; but the stock might be doubled from other causes, such as more land being in grass; it might not be always doubled in the same quantity of land, but there might be an increase of stock by bringing in more land; I have known instances of farmers keeping double the stock they had when they entered upon the farm.

3112. Of course the more acres they had the greater would be the amount of stock; the increase per acre, in your judgment, might be safely taken at half?—From half to one-third.

3113. Mr. *Colville.*] Do bones do as well on drained as undrained land?—No, I would not apply them to undrained land, but they are frequently so applied.

3114. Do you use any other artificial manure to improve the herbage and increase the milk; have you tried guano on grass?—That has been applied to a limited extent upon grass land.

3115. With what effect?—It has been beneficial, no doubt.

3116. Do you think that that lasts more than one year?—Not much more than one or two years; I should not like to give an allowance for more than one year.

3117. *Chairman.*] What is the character of this grass land in Cheshire, on which bones have so powerful an effect; what is the character of the soil?—The soil upon which it answers best are the cold clay soils that have been drained; and all stiff clay loams incumbent upon clay or marl.

3118. Is it a red clay?—Chiefly red clay.

3119. Do you know any instance of its answering equally well out of Cheshire?—No.

3120. Do you know cases of its being tried and having failed out of Cheshire?—I have heard of such cases.

3121. Of cases in which it has failed or succeeded?—I have heard of cases in which it has failed.

3122. Have you known no case in which it has succeeded out of Cheshire?—Yes; in Lancashire I think it has succeeded.

3123. Is that the same red clay, in Lancashire, on which it answers?—No; the clay is not so red in Lancashire; it is in the coal formation, and the clay is of a darker hue.

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3124. Though it is a different kind of clay in Lancashire, the boning of good land has been found to answer there also?—Yes, it has.

3125. Mr. *T. Egerton.*] It is essential to the success of the boning that the tenant should have his land well drained first?—Yes; I have seen it done on undrained land, and it does not answer so well; it is a waste of capital.

3126. *Chairman.*] It does not answer on the light land?—It does answer; but not so certainly upon the sandy land, except for the turnip crop.

3127. Do you know whether bones do more good upon land that has been a long time in the habit of having cows that have been milked, upon it; does it do more good on that sort of land than on land that has been grazed?—I think it makes no difference; we find it to answer well on clover and seeds.

3128. Mr. *T. Egerton.*] It has the effect of bringing up the white clover?—Yes, and trefoil, and all the best grasses.

Sabbati, 8° *die Aprilis*, 1848.

MEMBERS PRESENT:

Mr. Bouverie.	Mr. Moody.
Mr. Burroughes.	Mr. Newdegate.
Mr. Colville.	Mr. Pusey.
Mr. Henley.	Mr. Stafford.
Sir Charles Lemon.	Sir John Trollope.

PHILIP PUSEY, ESQ., IN THE CHAIR.

Mr. *Henry Kersey*, called in; and Examined.

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3129. *Chairman.*] YOU are a Land Agent for Mr. Tollemache, Member for Cheshire, on his property in Suffolk?—Yes.

3130. Is that an extensive property?—It is between 7,000 and 8,000 acres.

3131. About how many farming tenants are there in the property?—Between 40 and 50.

3132. Has Mr. Tollemache introduced the system of giving to his tenants tenant-right for improvements?—Since 1840.

3133. Does he compensate for draining, chalking, and claying?—And for all other unexhausted improvements.

3134. Are the farms generally held upon lease or by yearly agreement?—Part of them on lease and part by yearly agreement; they can all have leases if they please.

3135. Then many of them do not wish for leases?—Many prefer holding from year to year.

3136. To begin with drainage, what compensation do you give for drainage?—That depends upon the first cost, in a measure. I had better state the various distances and cost in our mode of doing draining. The first thing is, that there are various depths done; the first mode is about two feet deep and 18 feet asunder; that costs about 3 *l.* 18 *s.* 6 *d.* an acre.

3137. Mr. *Bouverie.*] What tiles do you drain with?—Pipe tiles; the round tiles that shut into each other. The next is two feet and a half deep, and the same distance, that is, 18 feet asunder; that would be 4 *l.* 15 *s.* 6 *d.*

3138. Mr. *Henley.*] That makes another draught in the work?—Yes, it does.

3139. What is the respective price paid per pole for labour?—It depends entirely upon the soil.

3140. Upon those calculations of 3 *l.* 18 *s.* 6 *d.* and 4 *l.* 15 *s.* 6 *d.*, what is the price paid for labour?—On 3 *l.* 18 *s.* 6 *d.* it is 1 *l.* 10 *s.* 6 *d.*

3141. And what for the other?—On 4 *l.* 15 *s.* 6 *d.* it is 2 *l.* 7*s.* 6 *d.*

3142. *Chairman.*] Will you proceed?—The next is three feet and a-half deep and 27 feet apart, that is 3 *l.* 8 *s.* per acre, and the amount of labour upon that is 1 *l.* 16 *s.* per acre. The next is four feet deep and 36 feet apart, that is 3 *l.* 11 *s.*; this

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this is including the tiles, and there would be 2 *l.* 7 *s.* labour upon that, and that will vary a few shillings per acre either way, according to the soil you are on.

3143. Will you state to the Committee, supposing a tenant to leave his farm shortly after executing such drainage works, on what principle you would give him compensation?—It would be according to the period those drains had been done, and to the mode in which they were done; that is a matter that is allowed to be referred to arbitration; that is, one party to be chosen by the landlord and the other by the tenant: and if they cannot agree after a consultation the decision of a third party is to be final, with regard to the amount to be given.

3144. Take the average expenditure of drainage, and supposing a tenant to leave within three years after having drained a field, what compensation should you give him?—He would receive two-thirds of the amount.

3145. Do you require the tenants to come to you for your consent in writing before they execute those drains?—The tenants only apply where draining tiles are used.

3146. You leave it to their discretion to drain their own land?—Yes, we leave it to their discretion to drain.

3147. You have a good deal of cold clay land, on which I believe chalk is found beneficial as a permanent improvement?—Yes, on what we term the hollow bottom lands.

3148. Do you put the chalk on the hollow bottom?—Yes, our clay lands do not want it, they are full of chalk.

3149. Will you describe that process to the Committee; how many loads of chalk do you put to an acre?—Ten chaldrons of 36 bushels.

3150. What is the expense of chalking?—About 5 *l.* an acre.

3151. That is including hauling?—Including hauling, and every expense upon the land.

3152. How many years do you allow for the term of compensation for chalking the land?—It depends in some measure upon the soil; in some soils it will get to work in the land a year or two sooner than it will on other soils.

3153. Do you leave it to an arbitrator?—It must be left to an arbitrator to judge whether it is a full compensation or not.

3154. Taking the average quality of land?—It would generally do good after the second or third year.

3155. The question is not when it begins to do good, but in how many years you consider it to remunerate the tenant?—It may be beneficial for five or six years.

3156. You spread it over five or six years after it has begun to act beneficially?—Yes, over five or six years after it has has begun to act beneficially, before it is done away with entirely.

3157. Have you not another mode of improving light lands by claying them?—We seldom clay light land with us.

3158. Do you not clay at all?—Not the light land; we do the hollow bottom lands.

3159. How many loads of clay do you apply to those hollow bottom lands?—From 50 to 100; the hollow bottom land is with very deep staple and porous subsoil.

3160. Sir *J. Trollope.*] What is the nature of that sub-soil?—Generally tending to the brick earth.

3161. Not porous?—Yes, it is at the bottom of it.

3162. *Chairman.*] What is the clear expense of claying the land?—About 6 *d.* a load.

3163. In what way do you lay the clay on the land?—It is generally done by the yard, by the barrow, or by the cart; the expense is just the same, let it be which way it will.

3164. How many years do you allow for his improvement to run with the claims for compensation?—It seldom runs over three or four years.

3165. Do you require the tenants at will to have your previous consent when they wish to clay or chalk their land?—No, it is quite optional.

3166. Do those modes of improvement act with decided benefit on the land?—Decidedly so.

3167. Does the application of clay and chalk improve the quality of the produce?—It very much increases the quality of the produce.

3168. And the certainty of the yield?—And the certainty of the yield as well.

3169. Do

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3169. Do you include compensation for buildings amongst your claims for improvements?—It is done in this way; the tenants are sometimes in the habit of erecting feeding-sheds for their cattle, and Mr. Tollemache generally finds them the material, and they pay the whole amount of the labour for the erection of those buildings. Should anything occur when they leave the farm, if any change takes place, the parties are allowed the proportion of the labour of those buildings that they have done, within four years after they have done those buildings.

3170. Do you consider the time of remuneration four years?—No, we do not exactly consider it for that time, but it is very likely that the thing has been erected for a longer period.

3171. Then if a farmer has put up a range of buildings in a substantial way six years previously, and he leaves the farm, has he any title to compensation?—Yes, if they are put up substantially, a proportionate value, but not the full amount of what it cost.

3172. Then supposing the farmer to have put up a temporary building, and that he leaves the farm six years afterwards, what would his claim be?—He would be allowed half the amount of the labour that he has paid, if the building was worth it.

3173. Have Mr. Tollemache's tenants put up many buildings in consequence of this?—Yes, a great many on the estate.

3174. You say that they are principally cattle sheds?—Yes, they are principally cattle sheds; by the other part of the agreement they must attend to the repairs.

3175. Do you consider it essential to the improved modes of agriculture that tenants should have good buildings on their farms?—Yes, and to improve the quality of the manure as well.

3176. Because it enables them to keep beasts feeding on artificial food?—Yes, to keep them in the yard.

3177. In what way do you compensate the tenants for the purchase of artificial food for their cattle?—If the tenant leaves his farm, he is paid for all the manure left on the farm according to the quality and quantity that is made.

3178. Was that the case originally on Mr. Tollemache's farm?—Not originally.

3179. Did the dung then belong to the land, that which was left on the premises?—It used to be left.

3180. What was the nature of that dung?—Of a very ordinary quality.

3181. It would be very little more than straw and water?—Very little more.

3182. What is the quality of the dung now left on the farm?—It is to the tenants' interest to make it as good as it can be made.

3183. What is the difference in the value per load of sky-made manure and the manure made with oil cake?—I do not know that I can put a comparison, but there is as much as 1 *s.* 6 *d.* to 5 *s.* difference.

3184. The straw and water manure you would put at 1 *s.* 6 *d.*, and the cake manure at 5 *s.* a load?—Yes.

3185. Is artificial manure much used by you?—Only rape-cake.

3186. You do not find bones act?—They do not act at all with us; we have tried a very great many experiments with them.

3187. Do they not answer on any part of your arable land?—Neither for turnips or anything else, and we have drilled a great deal for turnips, and sown it for pasture land, but they do not operate at all.

3188. Have you tried a heavy dressing of bones upon the Cheshire system upon any of your grass land?—Yes, in the park I have tried a very heavy dressing, as much as 70 bushels an acre.

3189. Was that in consequence of Mr. Tollemache's acquaintance with the Cheshire practice?—Yes, that was in consequence of Mr. Tollemache's acquaintance with the Cheshire mode of dressing the land with bone, and he had a great mind to try the experiment.

3190. And it did not answer at all?—You could not see where it was done.

3191. You have stated that you do not require the landlord's previous consent for those improvements; have you found any inconvenience arise from any extravagant outlay on the part of the tenants in the improvement of their farms?—No, not at all, I should think; I would rather see them do a little more.

3192. Though they have been left to their own discretion you find that they have exercised prudent judgment upon the subject?—Yes, very much so.

3193. In fact, too prudent in your opinion; you would rather that they should

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lay out a little more money?—In some instances it would answer their purpose better, I am certain.

3194. You say that some of your farms are held upon lease; have you found this compensation for improvements necessary upon land so held, as well as upon farms held from year to year?—Yes; it applies equally to both of them.

3195. What is the length of your lease?—Twelve years.

3196. Why do you consider this compensation desirable when land is held upon lease?—In this point of view I should consider it: if a person had not a compensation under an agreement, it would be but little use his spending an extra quantity of property upon that estate in the way of improvements, because at the expiration of the time he would be obliged to go out and leave it; he would do what he did in the first part of his holding, to take the full benefit of it.

3197. And throw it back in the landlord's hands out of condition?—Exactly so. As regards drainage, they would be sure to do it.

3198. Although in some instances you wish now that the tenants would be more liberal in their outlay, have you found on the whole the system of compensation answers, by improving the condition of Mr. Tollemache's property?—In every respect that has answered.

3199. Mr. *Henley.*] How long have you managed his property?—Since 1840. Mr. Tollemache came to the estate then; I was agent before that.

3200. Had you any knowledge of the estate before?—Yes.

3201. For how long?—I have lived on it my whole life.

3202. What was the term of holding before 1840?—There were no compensations given.

3203. What were the terms of holding?—The lands were to be farmed on the four-shift course of husbandry, according to the regular system that is now adopted; and there was nothing to be paid for the unexhausted improvements, nor nothing said about the quantity of the manure that was to be left on the farm.

3204. Was it a lease or yearly holding?—Some leases and some yearly holdings, the same as now.

3205. The dung, you stated, belonged to the estate then?—Yes; at first it was left free.

3206. Is that the general custom in Suffolk?—Not so much as it was; it used to be more than it is now; they are doing away with it in a great measure.

3207. A change has taken place in that respect?—Yes; a change has taken place in that respect, within the last 30 years.

3208. What is the custom in the part of Suffolk you know of, between outgoing and incoming tenants; what is paid?—They first of all have the hay and clover grown in the last year.

3209. What are the ordinary periods of taking and quitting, from Lady-day or Michaelmas?—Michaelmas. All the hay and clover mown in the last year, and all the manure on the farm.

3210. The question does not refer to the estate with which you are connected; but where there are no agreements; what is the common custom of the part of Suffolk you are speaking of, where there is no such agreement such as you have stated to the Committee?—I think it would be something like this: you may say a person would mow all the hay and clover on the farm, that would be the first thing.

3211. The question is not what they would do, but what would be paid from the outgoing tenant to the incoming tenant; what is the custom of the country where no agreement exists?—They would take the hay and clover.

3212. At a standing price?—Part of it; they would not be compelled to take the whole.

3213. What, according to the custom of the country, would the incoming tenant be expected to take at the standing price?—The hay and clover left on the farm, the regular course what was mown; for instance, if he had 20 acres that came in the course to mow according to the usual course of the country, and he were to mow 40, he could not compel the incoming tenant nor the landlord to take more than the regular quantity.

3214. What would he do with the rest?—That would be a question for another consideration.

3215. Have you known any such cases to have occurred, and, if so, what has been done?—I have known cases where they have been obliged to go out and leave, and could not get anything for it; and there are other cases where they have carried it off, and sold it, to the ruin of the farm.

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3216. Do you know whether there has been any result, and, if any, what upon those transactions?—Yes; in some cases it depends entirely upon circumstances; with regard to that, in some cases, it has been where the tenant has been obliged to leave it, or they could get little or nothing allowed for it, and in other cases they would sell it off and leave the farm half bare.

3217. Where the party has carried it off, is he subject by the custom of the country to a penalty or inconvenience for doing so?—No.

3218. There is nothing to prevent it?—No, there is nothing to prevent his carrying off the overplus.

3219. Mr. *Burroughes.*] The question is, what is the custom of the country?—That is half, supposing a man had 40 acres.

3220. Take a farm of 400 acres, and he has 100 acres of clover and grass, what proportion would he be at liberty to take?—If it was all in grass, he would be obliged to leave the 100 acres.

3221. But in the four-course system it is 100 acres in clover and grass seeds, and you say the incoming tenant is not compelled to take the whole 100 acres; he is not at liberty to mow the 100 acres?—No, he would mow half.

3222. Then by the custom of the country, what becomes of the other half?—I do not know, exactly; we have so seldom a case of that kind come before us.

3223. You mentioned just now two cases, one in which a man had sold it all, and taken the money and gone away, and another where he had left it, and got nothing?—Yes, they were extreme cases.

3224. What is the custom of the country in such cases?—The custom of the country is, that he must leave it, and take a small price for it, if he does not sell before Michaelmas.

3225. Then the man going away and putting the money into his pocket did that which was contrary to the custom of the country?—Yes.

3226. That was a wrong transaction?—Yes.

3227. Mr. *Henley.*] What is done about turnips and fallows; what is the custom of the country about that?—The ploughing and the fallows.

3228. Anything else?—The rent.

3229. Any rates?—No, not rates.

3230. How much rent?—The average rent.

3231. Half-a-year, or what period?—The whole year's rent upon the fallows.

3232. No proportion of taxes?—No proportion of taxes whatever.

3233. Is anything else valued out?—No.

3234. Mr. *Burroughes.*] Who sows the turnips upon the fallows; the incoming or outgoing tenant?—The incoming tenant.

3235. Ploughing for the tillage?—Ploughing for the tillage.

3236. And when has the incoming tenant a right to enter according to the custom of the country?—The incoming tenant, according to the custom of the country, has no right to enter only upon permission till the 11th of October.

3237. What becomes of the turnips?—The outgoing tenants would sow the turnips.

3238. Then he is not paid for the root crop, but he is paid for the tillage?—He is paid for the tillage.

3239. Mr. *Henley.*] For the rent of the land?—Yes.

3240. Who sows the wheat; is the wheat sown before the 11th of October?—The incoming tenant.

3241. He is not permitted to enter before the 11th of October?—No.

3242. Who sows the clover seeds?—The outgoing tenant.

3243. What is he allowed?—He is allowed for the seed and labour.

3244. Nothing else?—No.

3245. Going back to the estate you have spoken of, with regard to the agreements you have entered into, you have said that the amount to be paid is to be paid by valuation?—Yes

3246. Is there any direction or agreement between the landlord and the tenant to the valuer upon what principle this amount is to be ascertained; is there any agreement as to the periods or principles upon which the amount of the valuation is to be ascertained?—It is perfectly understood according to the market price of the commodity at the time of the tenant's leaving.

3247. Is there any agreement as to the number of years which drainage, for instance, is to be calculated upon?—Not at all, there is no agreement as to that.

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3248. Then the principle as well as the amount of the valuation is left to the arbitrator?—Yes.

3249. Is there any agreement as to the number of years that claying or chalking is to be paid for; that is left entirely to the arbitrator; those are things tested by the experience of the arbitrator and the condition of the land at the time.

3250. Then both the principle and the amount is left to the arbitrator?—Yes, exactly so.

3251. Is it expected that they are to make their value upon the amount of money expended or the amount of benefit to the incoming tenant?—They have to make their value upon the condition that the land is in at the time without any relative proportion to the first general outlay at all.

3252. If they are to make their valuation without reference to the outlay, how are they to ascertain the amount; how is it to be paid?—If a field is in a certain state of drainage I should think that a farm that has been drained so many feet deep entitles the tenant to so much compensation.

3253. That is the amount of outlay?—That is the amount of outlay, and first of all that has been done a certain period of years; then the question is as to the condition that the land is in after the lapse of a period of years, because one field that has been done at the same price as another may not be worth half the money that the other is, on account of the difference of the soil that it is done in, and the manner of doing it.

3254. Suppose an outlay of 3 *l.* 18 *s.* 6 *d.*, and suppose after seven years the drainage to be as perfect and as good as the first day it was done, would the outgoing tenant be entitled to receive all his money?—It would be left to the judgment of those parties who value it. I cannot say it would or would not; it would be entirely left to them; they must be judges whether the transaction was beneficial or not; if the drainage were as perfect as when it was first done there would be no reason why he should not.

3255. Then, according to your judgment, a tenant having outlayed that money, and having had seven years' benefit of it, if the drainage was perfect at the end, you say he would be entitled to receive the whole of the money?—I say no, because it is barely possible for a field to be in so perfect a state after that time.

3256. The question is, supposing it were as perfect as when first done, would he be entitled to receive the whole of his money?—No, I should say not.

3257. What proportion would he be entitled to receive?—That proportion would be left to the judgment of the parties.

3258. Then the whole thing would be left to the judgment of the parties?—Of course it would; it could not be settled any other way in fairness and justice to any one.

3259. And have you no opinion yourself whether that value ought to be ascertained with reference to the outlay, or wholly with reference to the benefit of the incoming tenant?—Yes, I have an opinion, it is this: I should calculate that it would have a beneficial effect, according to the real state the land was in.

3260. That would be wholly with reference to the benefit to the incoming tenant?—No, I think it would not.

3261. What is the price paid per pole for three feet drains to labourers ordinarily, about the average price per pole?—About 4 *d.*

3262. Do you do 16½ feet or 18 feet?—16½ feet.

3263. The short pole?—Yes.

3264. Can you state that in your judgment there is not so much money expended upon an estate with those agreements as there ought to be?—Not so much as I should wish to see.

3265. In your judgment, does that arise from the occupiers of land not having abundant capital, or from not choosing to lay it out?—I think it is, perhaps, from both reasons.

3266. Is the land generally in Suffolk well cultivated?—Very well cultivated.

3267. Are agreements such as you have stated common through Suffolk?—There are the same, or some similar.

3268. Are there any other?—No.

3269. The county of Suffolk is generally pretty well cultivated?—Yes, I think so.

3270. Sir *C. Lemon.*] You mentioned that Mr. Tollemache first began that system in 1840?—Yes.

3271. At the time he first adopted the system of compensation was there any agreement as to increase of rent?—Not at all.

3272. This compensation was not given in consideration of any increase of rent?—No, I am not aware that it was.

3273. Are you aware at all, from the persons residing in the neighbourhood of that estate of Mr. Tollemache's, whether, generally speaking, there would be an inclination to give on the part of the tenants an increase of rent in return for the compensation?—In part. I think I can explain the way in which this draining was done: the fact is this, when the draining is done with tiles, the tenant always paid one-third of the amount, or about four per cent. of the outlay as an increase.

3274. As an increase of rent?—Yes.

3275. Then there has been an increase of rent as a condition of money laid out?—Yes.

3276. And that, you say, was about four per cent.?—Yes.

3277. Do you imagine, ordinarily speaking, that amongst occupiers in general there would be a disposition to submit to an increase of rent to the amount of five per cent. in consideration of the prospect of compensation?—I have been where I have had farms to re-let, and I have been enabled, where this system has been carried out, to get an increase of rent. I have found no difficulty, and they have been perfectly satisfied with it.

3278. Can you assign any general amount of that increase?—No, I cannot.

3279. Has that been in return for a given prospect of compensation?—It has been begun but a short period; but the thing is increasing in value, and will increase as it goes on.

3280. How does that value come into the hands of the landlord; by agreement in the first instance, or by the addition to the rent in proportion to the sum actually laid out?—It would be an addition to the rent, in proportion to the sum laid out by the landlord, of course, ultimately.

3281. Mr. *Henley.*] You stated that a good many additional buildings had been put up on this estate in consequence of this agreement?—Yes, I did.

3282. What was the case with regard to the buildings before 1840?—They were in a very dilapidated state some of them.

3283. Who used to do them?—That was under particular circumstances; the estate belonged to a lady. She had only a life interest in the estate, and they only just kept the buildings in tenantable repair.

3284. In consequence of the owner of the estate having only a life interest in it nothing could be done?—They did what was right.

3285. Mr. *Bouverie.*] Has Mr. Tollemache the fee or power of dealing with the estate as if he had?—Part of it.

3286. Mr. *Burroughes.*] Have you cut down a great deal of timber?—Yes.

3287. On the arable land as well?—None in the park at all.

3288. All upon the arable land?—Yes; all upon the arable land and wood.

3289. That must increase the value of it very much to let?—It will do after a time.

3290. Is it not the practice in that part of Suffolk for the landlord to drain and charge a per-centage?—The tenant does the labour. There have been some instances in which deep draining has been done by way of experiment; that has been done in one field on a farm.

3291. The landlord has done that?—Yes, and has paid the expense, to see whether it would answer.

3292. And then he has charged a per-centage?—Yes, and charged the tenant a per-centage on it. There are two or three cases where it has been done.

3293. Is not it likely to answer as well as the other plan?—I think not.

3294. Not so well as letting the tenant do it, and then paying him a compensation at the end of the term?—If the tenant leaves there is a compensation; there is no compensation without he leaves.

3295. Do all tenants understand the nature of drainage?—I think the Suffolk ones do.

3296. Would a man coming from Woodbridge, coming from farming light land, understand draining?—Yes; there is a very little doubt of it.

3297. You would trust him?—Yes; that is not far distant, only for ten miles.

3298. Take the case of a man coming from Newmarket?—Of course we should prefer a heavy-land farmer to take it if the farm was to let.

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3299. Is it your opinion that the system of compensation for what is done by the tenant is superior to the practice of the landlord paying for the drainage and charging a per-centage upon it?—It is more beneficial to the landlord for the tenant to do it.

3300. That is your opinion?—That is my opinion.

3301. *Chairman.*] Is it not often more convenient to the landlord to allow his tenant to pay for the drainage of the land?—It would cause an immense outlay.

3302. The question is, whether it is not often more convenient to landlords, who are not very rich, to allow the tenants to drain the land under compensation, than to undertake it at a heavy outlay themselves?—Yes.

3303. Mr. *Burroughes.*] Does not it as frequently happen that the tenant is not very rich as that the landlord is not very rich?—It happens very frequently; but the person who is on the farm himself, I would say, he can use his hands, if he has not the means in his pocket, in a great measure. I am speaking now of small occupations.

3304. Mr. *Henley.*] Is the return to the tenant greater than the per-centage he would be required to be paid by the landlord; in your judgment is the profit or return upon the outlay of the capital to the tenant greater than he would be required to pay to the landlord, provided the landlord expended the money?—The question means, provided the landlord drained the whole farm, and the tenant had no outlay to make at all.

3305. If the landlord laid out 100 *l.*, and charged a per-centage of five per cent. upon the tenant, would there be profit beyond the five per cent. to the tenant; or, to put it in another way, if the tenant laid out the 100 *l.*, would he make more than five per cent. upon the outlay?—I would rather give my landlord the five per cent. to do it.

3306. In your opinion is the profit greater than the five per cent. in the outlay for draining?—It depends entirely upon the soil; it is a question I am incompetent to answer; it depends so much upon the soil that no person could give a direct answer to the question.

3307. Upon the estate that you are cognizant of and speaking of, would it be greater or less on that estate?—It would vary with the soils; in some fields it would be greater, in others it would not be half so much; it would be impossible to draw a line.

3308. You are unable to give an answer to that question?—I am unable to give an answer, because of the variety of soils there is to contend with.

3309. Mr. *Burroughes.*] Would tenants be induced to drain to any extent unless they had the expectation of making more than five per cent. upon their outlay?—I do not think they would.

3310. Mr. *Colville.*] Have you had any farms to let since these operations came into force?—Yes.

3311. Have you found that the incoming tenant has had any objection to pay for the improvements?—None at all.

3312. What amount do they come to, do you know?—I do not know at all; I cannot say.

3313. You do not happen to know what amount the tenant-right has been?—No, I do not; it is a perfectly understood thing if I let a tenant a farm he knows he has the improvement to pay for, and it is stated to him.

3314. And if he has sufficient capital it is, of course, no inconvenience to him?—The fact is that, as near as we can judge, we do not let a farm to a person who has not capital enough to carry it on.

3315. You say if a tenant makes improvements in draining you do not require any notice?—No; only when they apply for draining tiles.

3316. Do the tenants give you any notice?—No.

3317. How are the umpires to ascertain, after the lapse of years, the depth of drainage?—I keep an account of it.

3318. Then they do give you notice?—I am always upon the estate, and I know the number of fields drained on each farm.

3319. *Chairman.*] Then they do not require your previous consent, but you expect them to give in the account of their outlay after the improvements are made?—Yes.

3320. Mr. *Colville.*] In the event of the referees not agreeing, they are to appoint an umpire?—Yes, and his decision will be final.

3321. Supposing they cannot agree upon this umpire, to whom is that appointment referred?—It is imperative upon them.

3322. How do you make it imperative upon them?—It is in the agreement that the decision of a third man shall be chosen by those two.

3323. Is not it often the case that when things are left to referees they decline to appoint an umpire?—They are compelled to appoint a third man.

3324. In short, if they do not appoint an umpire they do not derive the advantages of their improvements?—No.

3325. Have you got a copy of the agreement under which the tenants farm?—I have.

3326. Mr. *Bouverie.*] Is that stipulation introduced into the several clauses in the agreement with the tenant?—Yes, exactly so, from year to year.

3327. Mr. *Henley.*] What is the size of the farms that have changed tenancy under this agreement?—One hundred and fifty acres.

3328. Do you chance to recollect the gross amount of the coming-in and the valuation?—As near as I can judge, between 40 *s.* and 50 *s.* an acre, the whole of the valuation.

3329. Did that include drainage?—That included some drainage.

3330. Was there much?—I think six or seven acres.

3331. Did that include chalking?—It included some chalking; about ten or a dozen acres.

3332. Did that include any claying or marling?—I think none of that was claying or marling.

3333. Did that include the manure and tillages?—Yes, that included the manure and tillages, the hay, and so on.

3334. Mr. *Burroughes.*] Did it include the tenant's covenant as well?—Yes.

3335. Mr. *Henley.*] The 50 *s.* an acre covered it all?—Yes, and it was a high valuation too.

3336. You say that included the hay?—Yes.

3337. Do you recollect the number of acres of hay?—I do not; I cannot say exactly; I think somewhere about ten to a dozen; I cannot bear it in mind exactly.

3338. Mr. *Moody.*] The custom is very indefinite in this part to which you are alluding. Supposing, for instance, the case as to which you were asked just now, of a person carrying off one-half of the hay; supposing him to mow the whole 100 acres, how, under an action for damages for mismanagement, would the landlord recover; is the custom so imperative as that, if it were improperly carried off?—If he had anything to recover upon he would recover it.

3339. Supposing the tenant not to be insolvent?—Yes.

3340. Upon drainage the calculation is from the benefit derived from it?—Yes, the benefit still to be derived from it; so that it rests very much upon the judgment of the valuer and the condition which the land is in.

3341. Mr. *Henley.*] Do you make any offset from the valuation if the farm is foul?—Yes, certainly.

3342-43. Is that in your agreement?—Yes, and it is a breach of covenant, too, in case the farm is not farmed properly.

Mr. *William Shaw*, called in; and Examined.

Mr. *W. Shaw.*

3344. *Chairman.*] YOU are a practical Farmer residing near Northampton?—Yes.

3345. As a member of the council of the Royal Agricultural Society you have had an opportunity of observing farming in England pretty generally?—Yes, I have.

3346. What is the extent of your farm?—The farm I hold is 320 acres now; I have had two farms under my present landlord; I took my father's farm, who occupied that farm 52 years under my present landlord.

3347. Mr. *Colville.*] Is it a grass farm or arable?—Two-thirds of it are arable and one-third grass, or nearly so.

3348. *Chairman.*] On what tenure do you hold your farm?—Simply from year to year.

3349. What is the general holding of farms in your neighbourhood?—Almost universally from year to year; in Northamptonshire there is scarcely a lease.

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3350. Have you improved the land in your occupation by drainage or otherwise?—I spend 700 *l.* a year in labour and 300 *l.* a year in oil-cake on 300 acres of land; I think, therefore, I must have done so.

3351. Does the custom of your country give you any compensation for those improvements?—None whatever; it merely pays for acts of husbandry, and seed and labour.

3352. Have you that confidence in your landlord that induces you to make those improvements without compensation? — That is the only thing that induces me to do it.

3353. Are you to be understood to say that there are no compensations for any kind of improvements in Northamptonshire?—None whatever.

3354. If there were compensation for improvements, do you think farmers would be induced to lay out their capital on their farms?—Yes; although we have many farmers who have held their land for a great number of years under the aristocracy of Northamptonshire (whose pride, in many cases, is never to change their tenantry), and yet have not improved. These men, however, only enjoy security of possession. I quite think if security were given for unexhausted capital employed, the improvement of agriculture would go on much faster.

3355. You think there is room for improvement in Northamptonshire?—I do not know any county where there is greater room for improvement.

3356. Of what nature should you say are the improvements you contemplate?—Draining, and the better making of manure; for the generality of farmers in Northamptonshire keep their plough land in what they call condition by robbing the grass portion.

3357. Does the manure belong to the farm when the tenant quits it?—Generally to the landlord.

3358. Do you think that if compensation were given to the outgoing tenant for an improved quality of manure, by the purchase of artificial food, that that would tend to increase the productiveness of Northamptonshire?—I have no doubt of it.

3359. Do you think that tenant-right is equally applicable to yearly holdings and to leases?—Yes, equally.

3360. Why do you think that leases are imperfect without a tenant-right for compensation at the conclusion of them?—Because I find, in every lease that I am acquainted with, if a man is going to leave he acts on the defensive, by robbing his land the last four years; in fact, he will take the readiest means of taking all out he can; therefore I think a lease imperfect without a tenant-right. I should prefer a lease, for giving me security of possession, but I think there would be longer holdings under a legal tenant- right than under a lease.

3361. Speaking as a practical farmer, you prefer a yearly holding with a tenant-right to a lease?—Yes, I would; a lease with a tenant-right I should like; I should, however, prefer tenant-right to a lease.

3362. You would prefer a yearly holding with a tenant- right even to a lease with tenant-right?—Under my present occupation I should, because simply I have found the thing goes on from year to year without any fresh bother; and I think you are more likely to hold the farm longer under a tenant-right than by a lease.

3363. Do you think the granting a tenant-right compensation to tenants would be any injury to the landlords?—Certainly not; I do not think a good landlord would know such a thing had passed at all, nor do I think a bad or indifferent one would, except that he would see his land improved, contrary to his wishes.

3364. Sir *J. Trollope.*] Do you know cases where a landlord objects to his estate being improved?—No; but I know of estates not improved.

3365. Do not the Northamptonshire landlords afford every encouragement to their tenants to improve?—I do not think they do afford every encouragement to improvement.

3366. Do they ever give them any tiles for drainage?—Yes, in some few instances.

3367. Is not that an encouragement?—Decidedly.

3368. Do they ever give any good buildings?—Yes, in some few instances.

3369. Is not that an encouragement?—Yes.

3370. Then they do give them some encouragements?—Yes.

3370*. You have passed a sweeping condemnation upon the whole of the landlords of Northamptonshire, without considering the effect of your answer, perhaps?—It was quite unintentional if I did.

3371. It was a sweeping condemnation; you say that some landlords would have a disinclination even to the improvements of their farms; are not great improvements going on there, and have not you seen them; how long have you farmed there?—My answer does not imply that; my own case is a striking proof to the contrary. I divided the classes into two: good, and bad or indifferent landlords. I began business when I was 21 years of age, and have been farming there ever since; 13 years.

3372. And have not you seen considerable improvements going on in Northamptonshire at that time?—Yes, I have, but I still think they would have gone on much faster if the landlord had not the power of peremptorily taking advantage of the improvements.

3373. By raising the rent?—Yes, or by six months' notice to quit.

3374. You say that you have farmed 13 years there, and succeeded your father in the farm?—Yes.

3375. How long did he occupy the farm?—Fifty-two years.

3376. Is not that a great encouragement to good cultivation, even without tenant-right?—Yes, decidedly.

3377. And you have acted upon the principle that your landlord was a good one, and would not interfere with you nor raise your rent?—Yes.

3378. And do you not, therefore, afford a very strong instance in your own case of encouragement given by the landlord to the tenant?—Yes.

3379. Do you not know of many other such cases?—Yes.

3380. It is not correct, then, to say that the landlords do not encourage their tenants to make improvements?—There are cases where the landlords do encourage their tenants to make improvements, but it is correct that in the majority of cases they do not; consequently the tenants, for want of tenant-right, if not standing still, are making but slow progress.

3381. You have stated that there are many cases where the grass land has been robbed to enrich the arable land?—Yes; it is the general mode of farming in Northamptonshire by folding from and mowing the grass land.

3382. Have you known a case where the landlord has sued a tenant in a court of law or otherwise to recover compensation for dilapidation?—Yes.

3383. More than one?—Yes.

3384. Do you recollect any damages being recovered by the landlord?—Yes; damages were given (although it was sworn by several eminent valuers that the tenant had improved his farm) for growing more wheat than the custom of the country warranted him doing.

3385. What is generally called cross-cropping; that is, too many white crops in succession?—It is difficult to answer that question.

3386. That was for growing extra crops of wheat?—Yes.

3387. Were any damages given in that case?—Yes.

3388. By a court of law, or arbitration?—By a court of law.

3389. *Chairman.*] As to the custom of Northamptonshire between outgoing and incoming tenants for acts of husbandry, when is the period of entry?—Lady-day, I think, more generally.

3390. Has the outgoing tenant the away-going crops; does the outgoing tenant, that is, have the following wheat and barley crops?—No; the outgoing tenant is paid for acts of husbandry, for ploughing, sowing, seed, and labour, up till the time of his leaving.

3391. That is, the outgoing tenant does that?—Yes.

3392. Then has the incoming tenant the privilege of coming upon the farm to put in his wheat?—No.

3393. Then does the outgoing tenant sow the wheat?—The outgoing tenant sows the wheat.

3394. You conceive that if an improving tenant takes a farm which is out of condition, and leaves it in good condition, that he would undergo a heavy loss in consequence?—I do.

3395. To what extent do you think the produce of the soil in Northamptonshire is capable of improvement?—I think I might say one-third.

3396. One-third of the corn crops?—Yes, one-third of the corn crops.

3397. Could much more meat be raised?—Yes, much more.

3398. Do you think that the present high price of meat would be in any degree diminished if tenants were encouraged to use artificial food in the keeping of cattle?—

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cattle?—I conceive that it would materially tend to increase the quantity of meat, and reduce the price.

3399. If an estate held in fee-simple were mortgaged, is it your opinion that the owner should nevertheless have the power of giving compensation for improvements to his tenants?—Yes, I think so.

3400. But do you think that the mortgagee would be in any degree involved thereby?—No.

3401. Why not?—The farm would be in so much better condition, that it would let with much greater facility and sell for double the amount charged as the tenant-right for improvement.

3402. Sir *J. Trollope.*] In regard to the feeding of cattle, which was adverted to just now, is not it the common practice in Northamptonshire for the beasts brought in in the autumn to graze the ensuing summer, to be fed upon oil-cake during the winter?—It is by no means a general system, because they find if they give cake in the winter, there is so much grass incapable of improving them in the summer that they keep them poor in the winter; in fact, the beasts are starved to suit the land, instead of the land made to suit the beasts and sheep.

3403. How are those cattle kept in the winter?—In the straw yard; in many instances the straw yards are let at from 1 *s.* to 1 *s.* 6 *d.* a head.

3404. They are put out to hiring in the straw yard?—Yes.

3405. No cake being allowed?—It is quite a new system.

3406. It is introduced?—Yes.

3407. Say for Herefords; those are the cattle mostly grazed in large numbers in Northamptonshire?—Yes, by graziers, but they are not the men that use cake; it is by the producers, the farmers, that cake is used.

3408. And has not great improvement taken place in the cattle, and also in the farms, from their being so kept?—Yes.

3409. Do you use cake?—Yes; I expend 300 *l.* a year for cake, linseed, and other food.

3410. Any for sheep?—Yes, for both.

3411. Do you farm upon any agreement?—Yes; I do; I have an agreement.

3412. What are the terms of the agreement?—That I agree to farm in a good and husbandlike manner, and to leave according to the custom of the country.

3413. Has any of this poorer land been broken up for arable purposes of late years?—It is gradually becoming more so, but not so much as I should like to see it.

3414. Has not a considerable portion been broken up all over Northamptonshire?—It has partially, but by no means considerably.

3415. Is that land drained before it is broken up?—It ought to be, and I have no doubt it is with all good farmers.

3416. Have you been permitted to break up any?—Very little; not more than 12 or 14 acres.

3417. You have broken up some?—Yes.

3418. Was any extra rent charged upon you for so doing?—It was talked of.

3419. It has never been done?—No.

3420. Still it was for your benefit?—I drained it an expense of 4 *l.* or 5 *l.* an acre.

3421. Finding the tiles?—I pay interest for the tiles; the landlord found them, and I did the labour.

3422. Has there never been a system of compensation for draining in Northamptonshire where there has not been an allowance for materials or labour by the tenant?—Not by the custom of the country.

3423. Is not that system increasing of making compensation to the tenants?—No; Lord Pomfret and a few more possessors of farms are draining their lands, for which the tenants pay interest.

3424. In that case the landlord does it, and all the expense the tenant is put to is the interest of the money outlaid by the landlord?—Yes.

3425. Mr. *Henley.*] You said you wished to have a legal tenant-right?—Yes, I did.

3426. Can you tell the Committee what advantage there would be in a legal tenant-right over a tenant-right with an agreement?—I think that if it was made imperative it would be an advantage to the landlord, and be a greater certainty to the occupier.

3427. What greater certainty would the occupier get than he would if he was to get it by agreement?—I do not know, if the contract is binding, that it is any difference whether it is by Act of Parliament or by private agreement.

3428. The Committee wish to know, you having considered the subject, whether you can point out any difference that there would be if the tenant was secured by private agreement, or by the operation of a law?—The private agreement is such a slow process; and then another thing is, the competition for land is so great that we have no power to make private agreements.

3429. That merely says that if you cannot make a private agreement, then a private agreement would not exist; the question is, whether an agreement can be made where the parties are willing to make it?—In that case I do not see but what the one way is equally as good as the other way; but in Northamptonshire the land is generally pretty good, and the number of people that run after land is quite surprising.

3430. You would be guarded against the competition?—Yes; undoubtedly. In my case I happen to have a landlord so truly honourable, that I am sure nothing will ever occur to my prejudice; but I know many cases where tenants have paid for their own improvements a round sum; even among some large landed proprietors where the tenants have improved their farms, the valuer has come over and the tenants have had to pay for those improvements which were their own; and, on the contrary, I have known where a man who has damaged his farm has probably had his rent sunk.

3431. You state that you know instances where tenants have paid for their own improvements; what number of years have elapsed before the rent was raised, after those improvements had been made in those cases that you say you know of?—Perhaps I am just now hardly able to give an exact answer to that question.

3432. Are you able to state, of your own knowledge, any case where a tenant has not had possession of the land, without an increase in his rent, long enough to repay him for his outlay?—In the estate I referred to most of them are old tenants.

3433. You said you knew cases where the tenants had been made to pay an increased rent for their own improvements; the question put to you is, whether you know or not the time that had elapsed after that capital had been expended before the tenant was called upon to pay an increased rent?—No, I cannot just now charge my mind with the exact facts, although I know of some excessive cases of hardship.

3434. Then you cannot form any just judgment as to whether the increase of rent was fair or not?—I can form this judgment so far, that the man who improved the land the most, the proprietor not knowing the circumstances, that is, the man who had farmed the best, had the most money put upon his rent.

3435. Then all you can say is, that the farm bieng in good condition when valued, it was put at a higher rent than one in a bad condition?—Yes.

3436. What is the length of time, in your opinion, that drainage ought to be paid for?—That, I think, depends so much upon the mode of drainage.

3437. Take that which you have yourself done upon your own farm?—Mine is done at four feet deep with tiles, and I should say from 10 to 12 years would be a fair length of time.

3438. The depth of the drainage only increases the expense. In what way does that alter the number of years that the compensation ought to be spread over?—In no way whatever, if the draining is perfect; if it is more expensive I suppose it would last a greater length of time.

3439. You say it would be more expensive; what is the reason why it should be spread over more years; it would be merely an outlay of 10 *l.* instead of 5 *l.*; is that a reason why it should run over more years?—If it is more permanent and costly, it should last more years.

3440. Is it more permanent?—Undoubtedly.

3441. You stated that you and your father had been upon the farm for 63 years, 13 years yourself, and 50 odd years your father?—Yes.

3442. And that you would prefer holding under a yearly agreement with a tenant-right rather than by lease?—Yes; I would rather go on as I am now with what I call a legal tenant-right than any lease whatever.

3443. You said that being so you would prefer it, because there would be no "bother," that was your word, not from any apprehension of an increase of rent?—I meant to say that at certain periods with leases fresh contracts are made, at which there is generally some great change; it is not often that they are let from father to son right through; it tends to the quietness of the thing.

3444. You think that if the land is periodically looked over there is a chance of a periodical increase of rent?—I think there is some probability of it.

3445. That is not a desirable thing for a tenant?—Not too frequently.

3446. If the land is going on in a progressive state of improvement, do you think it is fair that a landlord should get an increase of rent?—Most decidedly I do.

3447. You have stated that you lay out about 700 *l.* a year upon 300 acres of land, about one-half being arable?—No; 200 acres of arable, and 100 of grass.

3448. Can you say what the ordinary average expenditure per acre of labour in Northamptonshire is upon one farm?—Where there is two-thirds arable and one-third pasture, I should say from 20 *s.* to 25 *s.* per acre.

3449. Not exceeding that?—Not exceeding that.

3450. What is the custom of Northamptonshire about buildings?—All the buildings that are done, I believe, are made by the landlord; and it is the tenant's duty to keep them in repair. I never knew a case where the custom allowed anything, even if a tenant did build.

3451. Are the farms in Northamptonshire, speaking generally, supplied with sufficient buildings for the cultivation of the land?—I think they are not sufficiently provided; perhaps they are as well supplied as most other counties, and perhaps a little better than some.

3452. You think Northamptonshire is better supplied than other counties, but not sufficiently supplied with buildings nevertheless?—Yes.

3453. Do you think that the tenantry would generally be disposed to pay a fair rent for the putting up of buildings?—I have no doubt of it.

3454. An increased rent?—Yes, an increased rent for the money sunk.

3455. Do you know where applications have been made to landlords to make such an arrangement, and they have been refused?—I do not know a case where a tenant has ever built upon the supposition that he should be compensated by the custom of the country.

3456. You say that you think a tenant would be willing to pay an increased rent for additional buildings; can you state that you know any instance in which the tenant has gone to the landlord, and asked him to expend money for buildings, offering at the same time to pay a higher rent?—I know cases where the proprietor has declined.

3457. You have told the Committee where rent has been increased upon the tenant; do you know any instances where farms have been given up in a deteriorated condition to the landlord?—Yes, I do, a great many.

3458. Do you think there are as many cases of deteriorated farms given up to landlords as there are of rents unjustly raised upon tenants?—I think, perhaps, there are more cases of farms being left in a deteriorated condition than there are of rents being unjustly raised upon tenants.

3459. You are now speaking merely from a general observation of the mode of conducting the business in the county you live in?—I am speaking of rents being raised upon improvements. I say there are cases where men have made improvements upon their farms, and the valuers have come over, and then a higher rent has been put upon those farms, at the same time other farms that have been deteriorated, and would have been left, have been reduced in rent.

3460. In what way would tenant-right prevent that?—It would prevent it so far that a man might go on or not at his own option; because he would have the power of claiming his tenant-right if he left; whereas now he is induced to take it again to recover his outlay, although compelled to pay interest to the landlord upon his own improvements; that is the only way in which the tenant-right could act in that case.

3461. The chances are, that if it were worth a man's while to come in and pay the increased rent, it would be well worth a man's while to stay in the farm?—Yes, it may be; for I know a case of a man who had his rent raised three times in 12 years, and yet stayed, because he had spent his money in improvements.

3462. And it may have been a cheap bargain after all?—I cannot say as to that. The competition, as I have said, is so great at all times that men will take farms where they are to be had, and particularly those that are well farmed.

3463. You said, that in your judgment the produce might be increased one-third in Northamptonshire?—Yes, more than that if a good deal of the grass land were broken up.

3464. You mean if some of the poorer pasture lands were broken up into tillage you could then get one-third, but not keeping the lands in the same position as they now are?—I think I might put it at one-third. There is little oil-cake used there; consequently little good manure made. I think the produce would increase if the manure were made better.

3465. You have admitted, in answer to a question put to you, that agriculture has improved very much in your time in Northamptonshire?—Yes, no one can deny that; and I think it would still more improve if there were a tenant-right for unexhausted improvements; in fact, if the custom of the country was made in accordance with the times; but it is not so; the custom of Northamptonshire is a damaging custom; an impoverishing custom.

3466. Should the tenant-right be ascertained according to the money outlay or the benefit to the incoming tenant?—According to the benefit to the incoming tenant.

3467. That would be your judgment as a principle?—Yes, decidedly.

3468. Mr. *Burroughes.*] Would not there be considerable difficulty in ascertaining the exact benefit to the incoming tenant?—No, I do not think there would; I think with men of business it is easily ascertained.

3469. What is the custom of the country in Northamptonshire?—The custom of the country is to pay for acts of husbandry, and for seed and labour, and for dead fallows. For the turnip ground they pay nothing at all; they consider the crop to be equivalent to the cost of producing it.

3470. Is the root crop valued?—With respect to the Lady-day holdings they are considered to have nothing for them; they are worth the eating off.

3471. You were understood to say that it is customary for the landlord to find all the materials, and to erect all the buildings that are necessary?—Yes, it is.

3472. Then, of course, it would not be fair for the tenant to expect any compensation for those buildings to which he contributes no part?—Certainly not.

3473. In the event of the landlord not finding it convenient to erect the necessary buildings, would there be any difficulty in the tenant by agreement stipulating that if he was at the expense of erecting the buildings, he should be allowed for them at the end of the term, or take them away?—There could be no difficulty at all; there could be no objection to that.

3474. You said that you considered that the buildings in Northamptonshire generally, although better than in other counties, were not sufficient?—Yes; I think that is so.

3475. Did your answer with regard to that apply to the arrangement of them, or to the extent of them?—I meant my answer to be this, that the farms in Northamptonshire are generally small farms, and I think in proportion to the size of them, there is as much building as in any county, perhaps a little more, but I think the order of them is not good.

3476. Does not that apply more to the arrangement than to the extent of them when you say they are not sufficient?—I have no doubt that if the buildings were to be made new, by scientific arrangement they might be made so that half the buildings would do that are now made; they want condensing, so that we might use steam engines; I would put one immediately, if it was not that my buildings are divided.

3477. That would be a very expensive proceeding, would not it?—Yes; they will want wholly re-arranging to make them perfect.

3478. And that would come hard upon many landlords?—Yes.

3479. If the tenants had a right to re-arrange the buildings and then quitted the farm within a certain number of years, and the landlord were to be called upon to compensate them for that, would not that produce considerable inconvenience?—Landlords need not be under any alarm of money being uselessly applied even under a system of tenant-right.

3480. It would amount to a large sum, would not it?—It would be very rare for the tenant to do it without some mutual arrangement with the landlord.

3481. Then, your opinion is that the tenant-right would not enable parties to put the buildings into that state that you would like to see them?—Not to make such an extensive alteration as is now spoken of.

3482. Then the erection of any additional buildings for which the landlord, by tenant-right, would have to pay, would be rather a nuisance than otherwise, as incumbering the ground without benefitting the property?—No.

3483. Not

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3483. Not if there is a sufficient extent now ?—The previous question was to make buildings.

3484. The question was whether you did not think the difficulty arose from the bad arrangement of the buildings rather than from the want of a sufficient quantity of them ?—I think there is a want of both, a want of order and a want of buildings too.

3485. Considering the occupations in your immediate neighbourhood, do you not think that money could be more beneficially expended in arranging than in adding to the buildings ?—In arranging them.

3486. Can you point out any means by which the establishment of tenant-right by law would improve the condition of the occupiers materially ?—By expending capital on the soil, without the fear of losing it by the caprice of the landlord, on the death of the parties.

3487. Is there any chalk or marl in Northamptonshire ?—No chalk.

3488. Is there any marl ?—There is some little marl, but it is not used to a great extent now.

3489. Sir *C. Lemon.*] You spoke of there being great competition for land in Northamptonshire ?—Yes.

3490. Has that competition increased of late years much ?—Yes, it has.

3491. When you speak of "competition," you mean competition amongst parties having sufficient capital to work the land ?—Yes, I should suppose so.

3492. Not of the desire of tenants to have farms, those tenants having little or nothing to farm with, not knowing whether they could farm the land or not? —There is a great deal of that.

3493. Is there not also a fair and just competition amongst parties having capital enough to farm the land properly ?—Yes, I am bound to say there is.

3494. Then do you think from that, that there is an increase in the total amount of agricultural capital now in the country ?—No, I do not think so, not with the present occupiers of land. I do know that a great many young men totally unconnected with farming are being brought up as agricultural pupils.

3495. There can be no dangerous competition against persons like yourself occupying a farm with full capital by competitors of that sort ?—Perhaps in my case, situated as I am, there might be, because I live near a town, and the competition there is excessive.

3496. Still no landlord would hesitate to choose between a person like yourself with sufficient capital, and a young man merely taught how to manage a farm without sufficient capital ?—No, he would not.

3497. Sir *J. Trollope.*] The farms in Northamptonshire are rather small, are they not, generally speaking ?—They are much smaller than in Lincolnshire.

3498. What is the average size of farms in your district, in Northamptonshire ?—I should think from 200 to 500 acres.

3499. Those are considered large ?—Anything like that is considered a good-sized farm with us.

3500. And amongst the smaller class of tenantry there is a want of capital ? —No doubt about it.

3501. Still there is the same active competition among them to obtain farms ? —Yes.

3502. Many of those men occupy farms with a borrowed capital, do they not, by the assistance of friends, or bankers, or others, who may be willing to advance money ?—Yes, I should think so.

3503. Does not that produce a bad system of farming by those persons struggling with adverse circumstances ?—Yes, and I think the present custom of the country does a great deal towards it.

3504. Have you acted as valuer between outgoing and incoming tenants ?—Once or twice only.

3505. You are not in the habit of doing so ?—No.

4506. Do you know in your practice amongst valuers between incoming and outgoing tenants, if the tenant-right has not been increased in some degree in its liberality, more being allowed for artificial manures, some of which are of a new description, and also for drainage ?—No, I do not think so.

3507. Do you not find any progress making to allow the outgoing tenants more liberal valuations ?—Not the least.

3508. Is it at a stand-still ?—Completely so.

George Heppel Ramsay, Esq., called in; and Examined.

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3509. *Chairman.*] WHERE do you live?—In the County of Durham, on the borders of Northumberland, five miles west from Newcastle.

3510. I believe you are a proprietor of land, and also an occupier?—Yes, I am.

3511. And you are also a magistrate?—I am.

3512. And you are president of the Newcastle Agricultural Society?—I am not the president; I am the vice-president; but I believe I was a founder of the club.

3513. Are you generally acquainted with the state of agriculture in the counties of Durham and Northumberland?—I am; I have seen a great deal of it.

3514. Can you state generally what is the custom of the country between outgoing and incoming tenants?—I believe that the customs of the county of Durham are in many points very dissimilar from those of Northumberland.

3515. What is the custom of the country in the county of Durham?—There are a good many leases, but there is a great deal of land held without lease; the greatest proportions are upon yearly tenure.

3516. Can you state what is the custom of payment between outgoing and incoming tenants; and, first, what is the period of entry?—The period of entry is the 13th of May, except the grass land, and the grass land is at Lady-day; that is, as far as relates to the meadow land, the pasture land, the outgoing tenant occupies till the 13th of May.

3517. Does the outgoing tenant in Durham have the succeeding corn crops?—They have. The entry is generally on the 13th of May, and the first rent is paid a little previous to the 13th of May the following year. There is a running half-year of six months, both where there are leases and where there are no leases.

3518. Are there any compensations made there by the customs of the country?—Not without special agreement.

3519. Do you know of special agreements for that object?—All agreements, I think, generally embrace subjects of that description.

3520. Do the agreements comprise payment to the outgoing tenant, for draining for instance?—No, I never knew a case of that kind.

3521. You have not much other permanent improvement besides drainage in Durham?—No; the buildings are done by the landlord generally.

3522. What is the usual course of cropping in the county of Durham?—It varies a little between the strong land and the light. The light land has been farmed upon the four-course system with turnips and potatoes, and sometimes on a five-course system, with two years in grass depastured. That we consider an improved system of farming: but upon the strong lands it is very various. In some cases the clay lands are left in fallows and succeeded by wheat, and then sown up with clover, and in some cases beans or peas, and then followed with oats generally speaking; sometimes tares, but not often.

3523. Is there not a great deal of cold unproductive land in the county of Durham?—A very great deal of very bad land, and they are very small farms, many of them, too.

3524. Is there great room for the improvement of farming in the county of Durham?—I think so, very much indeed.

3525. Is there a great deal of draining required?—Yes; there is a great deal required, and a great deal is doing, and has been for some years past.

3526. In your opinion would it be desirable to afford the outgoing tenant compensation for the improvement of the land?—It is my opinion, and it is pretty generally so, that a lease with some arrangement respecting the last four or five years of the lease would be a most desirable system: that is, a lease with a tenant-right at the end of it.

3527. Have you a great many leases in Durham?—Yes, we have; and some very well-farmed lands too.

3528. When you say that some arrangement is required at the end of the lease, do you think that at the end of the lease the land falls back in condition?—Always; it necessarily follows, I think.

3529. Do you find that if a tenant has not a prospect of continuing his holding, in

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in his own defence he returns the land into the hands of his landlord in an impoverished state compared with the state in which he has maintained it during the rest of his holding?—As to the manure in particular, and in other points. If a lease is granted it in some measure protects the landlord; as to the number of ploughings, for instance, and the kind of crops that the land would bear; but the tenant towards the close of his lease, however good a farmer he has been for the first few years of his lease, naturally buys less artificial manure and keeps less stock.

3530. What is the usual length of leases in the county of Durham?—They vary very much; from seven to twenty years. From 12 to 14 years are the more common length; the long leases are rather the exception than the rule.

3531. As to the county of Northumberland, what is the usual period of entry there?—It varies a little; most of them are on the 13th of May, but on others the entry is upon a different system altogether.

3532. At what period upon these other estates do they enter?—The Duke of Northumberland is the largest landed proprietor in Northumberland. I am speaking of the usual leases. Entering upon the 13th of May, the tenant has the waygoing crop to secure the landlord, because the landlord gives him six months' credit for the payment of the rent; but he has the way-going crop as security against that. In the case of the Duke of Northumberland the tenant enters at Lady-day, but the entering tenant enters upon all the crops. The out-going tenant in the case of the Duke of Northumberland's estates, has not the waygoing crops, and there is no running half year, no arrears of rent, or at least for a very short period indeed.

3533. Is land usually held frem year to year, or on lease, in the county of Northumberland?—A great deal upon lease, more than any county. In Northumberland the farms are much larger.

3534. What is the usual length of the lease?—Many of them are for 21 years.

3535. Do you consider that in Northumberland a tenant-right for improvements is a necessary addition to the lease?—As far as the last four years of the lease go.

3536. In order to secure the landlord?—Yes, as well as the tenant; both indeed, besides keeping up the productive power of the soil.

3537. There is also a good deal of cold land in Northumberland?—Yes; there is a great deal of cold land, but there is a great deal of excellent turnip land, and large breadths of turnips grow in Northumberland.

3538. Speaking of the northern part?—The heavy soils are along the east coast, to Bamboroughshire and that country. Nearer to the south-east part of the county the land is very strong, in some parts good, and in some only middling. Then in the middle part of the county and towards the north, joining the Tweed, the land is very fine.

3539. Is that in the neighbourhood of Wooller?—Yes; the land is better about Coldstream and that part; the farming there is capital; to the west the moorlands come in, except the Tyne side; on the Tyne side there are excellent turnips again.

3540. Is there not a good deal of improvable waste in the county of Northumberland?—There is more improvable land that is now being enclosed; a very great deal of the moorlands it is almost impossible to improve; some might be done.

3541. Are you of opinion, looking to the whole of the county of Northumberland, that if the tenant received security for improvement an increase of produce would take place throughout the county?—I think there would, and it would be better for the landlord and the tenant, because the tenant would produce more and would be able to pay more rent to the landlord.

3542. It would be an advantange to the landlord as well as to the tenant to give the tenant increased security for the outlay of his capital?—I think their interests are quite identical. I cannot see any difference. I rent some land at present belonging to a gentleman; it has been in my occupation a long time, and from year to year. I have great confidence in him, but now he has changed his opinion; he wants to give a lease, and I have agreed to give him a small advance of rent on that account.

3543. Sir *J. Trollope.*] In speaking of Northumberland, are there any compensations there; you say there are none in Durham?—There are some payments. I can scarcely call them a compensation.

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3544. Is there anything allowed for drainage?—No.

3545. Is anything allowed for fencing?—No. If there is a lease, they are bound to keep the fences in repair; if there is no lease, there is no remedy.

3546. Is there any allowance in cases of manure?—There is no allowance.

3547. Are bones used extensively in Northumberland?—Yes; very largely.

3548. The improvements have been great?—Yes.

3549. In your meadow land?—Yes.

3550. And large tracts have been brought from pasture to arable?—Yes; bone manure has been used.

3551. At the expense of the tenantry has that been done?—Yes, generally speaking; but many of the landlords have encouraged them.

3552. By assistance?—Yes, by assistance; but the large farmers do not require it.

3553. They do it themselves?—Yes.

3554. Do they put up the houses and buildings?—No; the landlord finds them.

3555. Who finds the fences?—In the first outset the landlord does it.

3556. Do they improve the fencing?—Many do; but it is their own option.

3557. *Chairman.*] Do not some of the large tenants require large buildings?—Yes; and the buildings are very excellent on most of the Northumberland farms, where, generally speaking, they farm from 700 to 1,200 or 1,400 acres and more.

3558. Sir *J. Trollope.*] And even more largely?—There are enormous estates in sheep-walks.

3559. Have the tenants on those estates done any improvements in the shape of buildings?—They are never expected to do that; they are generally provided.

3560. And you believe them to be provided on that estate you have referred to?—Yes; on the Earl of Tankerville's estate. I believe 20 of his farms let for about 20,000*l.* a year.

3561. Is that a district where great improvements have been made?—Yes.

3562. Then those have been made at the joint expense of the landlord and the tenant?—As far as the improvement of the land and tillage goes, the landlord has nothing to do with it.

3563. The tenant has done the cultivation of the surface, and the landlord has improved it by draining and fencing?—Yes.

3564. And building?—Exactly.

3565. Is any drainage done on that estate you have just named of the 20 large farms?—I cannot speak quite so well respecting that estate as others. There has been a great deal done during the last few years.

3566. Is not the course of cultivation in Northumberland, which is the best, generally the five-course system?—Yes, on the light land.

3567. And the sheep feeding between the crops?—Yes.

3568. Do they mow any of the land?—As much as they require.

3569. And the rest is depastured?—Yes.

3570. Do they give oil-cake?—They give more now than they did formerly, but still not to the extent that it is given in some of the southern counties.

3571. It is not given to such an extent as in Lincolnshire, for instance?—No, I should think not.

3572. Are there any clauses in the leases that you have seen for compensation to tenants on giving up their occupations?—I have seen some trifling things, but it is by no means the system.

3573. What is the common course of proceeding between landlord and tenant when the lease is about to terminate; does it often happen that the same tenant renews the lease for the farm which he has previously occupied?—Yes, very often.

3574. They are never put up to tender in the northern counties, as in Scotland?—That is not so much the case now as it was 20 years ago.

3575. Has the tenant any preference to take his old farm?—He has no legal preference.

3576. Is it the custom of the country?—Yes; they stop a long time.

3577. And they go on and renew the lease for a fresh term?—Yes.

3578. Then the question of compensation does not arise?—No, there is nothing to give rise to it.

3579. It is an outgoing compensation?—Yes; the outgoing tenant is obliged

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to go, as you will see by the entering, at the 13th of May. The green crops are then consumed; the outgoing tenant eats the pasture land till May without any agreement with the incoming tenant. The landlord never interferes; the meadow land he enters upon at Lady-day.

3580. That is to prevent its being stocked too late in the spring?—Yes.

3581. Then the outgoing tenant sows the oats?—Yes, which he reaps, except in the case of the Duke of Northumberland.

3582. Has he the privilege of using the barns?—Yes.

3583. Then the incoming tenant receives no produce of the soil, except the meadow land, till the ensuing year?—None.

3584. It requires great capital?—Yes; but he gets a considerable time to pay his rent.

3585. There is the six months, the running half year?—Yes, he pays nothing; he is only one-half year in advance.

3586. On that improved system of husbandry, which you have stated exists in Northumberland, do you think that still further improvements might be made with a system of tenant-right?—Yes; and generally the more clearly it was understood the more capital would flow into the farms.

3587. Are not the farmers of that country notorious for being high managers, and great capitalists as well?—Still they would keep more stock, and use more artificial food.

3588. And if they were paid for it they would farm higher at the termination of the period of the lease?—I think if there was a remuneration for the last four years of the lease they would, as a matter of necessity, keep it up, and the farm would be delivered in a better state than it is now.

3589. Do they put up buildings generally?—No.

3590. Are they allowed to leave those they do put up, or are they paid for them?—As far as thrashing machines go, they are often the property of the tenant.

3591. Are they fixtures in any shape?—No, they are not; and the landlords are not bound to pay for them.

3592. They are placed in sheds?—Yes, on the farms; and they are taken away if they cannot agree with the landlord or the incoming tenant. In many cases where there is water power the landlords are at a considerable expense.

3593. In fitting up the power?—Yes.

3594. There the landlord finds the power and machinery too?—Sometimes.

3595. If the tenant possesses them he is not prevented taking them away?—He cannot be prevented.

3596. Is not it a fixture in law?—It is generally arranged in the lease; but where there is no lease, by the custom; where there has been a fixture I never knew a tenant prevented taking it away.

3597. They are generally fixed machinery, not portable machinery?—They are nearly all fixed; but then there is nothing in the wall excepting a mere beam going through. A question was put just now as to bone manure; I have a large connection in that business.

3598. Are you engaged in a business of that description?—Yes, I have a mill.

3599. Do you crush bones for sale?—Yes; I was going to say that some years ago, thinking it was necessary in our northern parts, as well as Hull, I put up a mill at a considerable expense; and to show that when a useful thing is required it is generally supplied in some shape, I may mention this, that I could get at first but two or three tons of bones a week; nobody knew the value of them; they were not collected: I found great difficulty in getting them at all. I then formed establishments in all the towns, or at least gave it to be understood that bones would be bought, and the increase in the supply became enormous. It went on then also from the great importations from abroad, till at length I think, in one year, I sold nearly 20,000 *l.* worth, and for many years from 10,000 *l.* to 15,000 *l.* and 16,000 *l.* worth a year in Scotland and Northumberland, and elsewhere.

3600. You sent it out to large distances?—Yes.

3601. Then, of course, you wanted largely means of carriage to your mill?—Yes.

3602. Can shipping get up there?—No, but craft can; keels or lighters, and some small ships.

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3603. You state that merely to show the very great increase in the use of bones in your district?—Yes, and the great improvement in agriculture that has taken place. Bones have fallen off within the last few years.

3604. From what reason?—Guano has interfered with it.

3605. Do you sell that also?—No, not to any great extent; that was found cheaper and more preferable, but there is now a great increase in the demand for bones.

3606. Is the opinion of agriculturists in your neighbourhood not so favourable to guano?—There is a strong feeling in its favour when it is good, but I am afraid it has been greatly adulterated.

3607. That has injured the sale?—Yes.

3608. Have you used it yourself in your own occupations, so as to be a judge of its merits?—Yes.

3609. In cases of compensation, should you include the use of guano?—I do not think it would be a permanent manure.

3610. Not exceeding one year?—Rather more than that.

3611. You think it would extend longer than that?—Yes, in the second year it would effect some good.

3612. You cannot calculate upon it then beyond the second year?—No, not safely.

3613. You would not include it as a tenant-right compensation beyond one year?—I have not observed the benefit go any further than that, without the system of farming was of a nature that the guano produced a large crop of turnips, and those turnips being eaten off by sheep, then the improvement would go on by those means, not by itself.

3614. By means of the sheep?—Yes.

3615. Have you any opinion as to the durability of bones?—They last a long time.

3616. Have you used them with or without the sulphates?—I have used sulphuric acid.

3617. Is it the case that a small quantity of bones dissolved in sulphuric acid, will last as long as bones in the crude state?—No.

3618. How long are bones in a crude state beneficial?—That depends upon circumstances, as to quantity used.

3619. To what extent are they used?—In drained land, about two and a half quarters an acre.

3620. The average turnip land?—Yes; I have seen four or five bushels.

3621. Without acid?—Yes; put in by the drop drill.

3622. Do you use any farm-yard manure, made from oil cake or other stimulating matter, in connection with the bones?—The most improved plan is this: we raise manure by every possible means we can; suppose we have so much fold-yard dung as will cover 100 acres by itself, say 12 or 14, or 15 tons an acre, we then would spread it over 200 acres and divide the bones over the land also; that is, we would not put the bones upon the one half and the manure upon the other half of the land, but spread the two together over the whole of the land.

3623. Then when you drilled the turnips you would drill that in?—Yes.

3624. Then when you break up the pasture land, what white crop do you put in; oats for your first crop?—Yes.

3625. Do you grow wheat after turnips?—Yes, upon some lands, but generally barley.

3626. Then what is your course; then you have your seeds for one, two, or three years?—Yes.

3627. And what do you break up your seeds with?—Oats.

3628. Do you use any dressing in breaking up the seed land?—Never.

3629. What do you grow wheat upon?—The spring wheat upon the turnip soils.

3630. Then in the ordinary course, they do not grow wheat on the turnip land?—No; they grow a great deal after the summer fallow.

3631. Mr. *Henley*.] You have stated that the day of entry is upon the 13th of May, and the rent is payable a little before the 13th of May following?—Yes.

3632. Is that the custom in the leases as well?—Yes, they are generally the same.

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3633. Is the rent not reserved quarterly in the leases?—No, they are six months' payments.

3634. When is the first payment stated in the lease to be?—The first payment is six months after the 13th of May you enter; there is seldom any paid till near the May following.

3635. The question you were asked was, when it is made payable in the lease?—Six months after entry; a strict landlord would say, You must pay me six months after the entry; but it is not the custom to ask for it till three or four months afterwards.

3636. That is by the forbearance of the landlord?—Yes.

3637. Still, by law, it would be reserved to be paid six months after?—Yes, he could legally demand it.

3638. It is not the custom to receive the rent quarterly?—No, it is six months, in all cases.

3639. Is there any difficulty in your judgment in securing, in the leases, a proper tenant-right, if both landlord and tenant were willing to agree to it?—Where there are long leases, there would be very little difficulty indeed.

3640. What would be the difficulty in a short lease?—There would not be much difficulty, but the valuations would be more often necessary.

3641. Would there be any, and if any, what difficulty, in the landlord and tenant agreeing between themselves, that there should be a tenant-right at the end of the term?—I think it would be more likely to get an intelligent man of capital, with a tenant-right for the last few years of the term, than you would be able to get a good tenant to take upon a yearly tenure; for this reason, that a man of capital will not settle down without some certainty of remaining a long time.

3642. In your judgment landlords and tenants, if they both were willing to make an arrangement, can make an arrangement sufficient to secure a proper tenant-right?—I think it would be a great improvement upon the present plan.

3643. And they would be able by law to do it?—Yes; but there is no agreement in the present case; there is seldom any agreement sufficient for the improving tenant.

3644. Would there be any difficulty in introducing proper clauses or covenants into leases or agreements to secure a tenant-right at the end of the term?—Supposing there is a lease and agreement for one year.

3645. Supposing there is a lease or agreement either for one year or 20 years, what difficulty is there in introducing a proper covenant of tenant-right into that agreement or lease?—There would be no difficulty as to the introduction of it.

3646. That would not, in your judgment, answer the purpose?—It would answer the purpose better with a lease than without a lease.

3647. That, of course, is a separate question, whether a lease or agreement is the best system of holding, but the tenant-right to be paid is irrespective of that altogether?—I think it would simplify the whole business both for landlord and tenant in both cases.

3648. To have an agreement?—Yes, to have an agreement, with some sort of arrangement; you may call it tenant-right, or anything else.

3649. What is meant in the question by tenant-right is, that the parties should be liable to pay, and the tenant to receive the outlay that he had made upon the farm after he quitted the possession?—I think it would be a great improvement.

3650. You see no difficulty in introducing that into the agreements?—No; I think if it was the general custom throughout the kingdom to enter into those arrangements, then very likely there would be no possible necessity for going further; but the customs are very various and complex, even in our counties, as well as with reference to some evidence I have heard with respect to other counties, that it might be very prejudicial to allow matters to remain as at present.

3651. Do you not think it is easier for landlords and tenants, the customs being so complex, to settle those matters by agreement rather than by law?—No.

3652. Why?—Because where there are so many different opinions, that in the end, perhaps, there is no opinion at all.

3653. Is not it then a very difficult matter for the law to come in between all those opinions?—Yes, but it must step in at first in any case.

3654. If the tenants and landlords agree they can make their own bargain?—Yes, if they agree upon a system that enables the ground to produce a fair quantity of produce, then I think they are doing all that can be almost done; if land lies in a waste state in a populous country like this, it is disadvantageous to all concerned.

3655. It is the interest of the landlord as well as the tenant to cultivate the land?—Yes.

3656. Should you cultivate it, when properly secured, in laying out your capital?—Yes.

3657. And it is the interest of the tenant and the landlord to do that which is the interest of both?—I should think so; we think that holding from year to year is a bad system with us.

3658. You would not compel persons to grant leases?—You cannot compel any person to grant a lease.

3659. Why should it not be as desirable to leave the landlord and tenant to settle the covenants of a lease, as to settle the question whether they would take a lease or grant one?—The present system is very imperfect, both of letting and taking land.

3660. And yet under this imperfect system the great improvements you have spoken of have gone on in the county of Northumberland?—It does not exist so much there.

3661. What is the plan there?—They have long leases of the large farms.

3662. Are you to be understood to say that the tenancies are very small in Durham?—Yes.

3663. That may be one reason why so much capital has not been outlayed on that land?—The small farms, generally speaking, are very badly farmed.

3664. Those small farmers are probably short of capital?—Very often.

3665. Then is it your opinion that, for the sake of increasing the produce of the land, all those smaller farmers should be swept off?—No; I would not say that.

3666. Then if it is requisite to have that capital which they do not possess, how would you deal with them?—I should say that many of those farms that have been spoken of in Northumberland are of a different description of farms from the farms in Durham. Smaller farms would suit the county of Durham as well as if they were very large: for instance, I should think that a farm of 1,000 acres would be a very large farm in Durham; a farm in Durham of 250 or 300 acres is considered a large farm; the nature of the soil is so different, and there is the smallness of the inclosures besides.

3667. How low do the holdings go in the county of Durham?—Many of them just to keep one pair of horses; 40 or 50 acres.

3668. And on that kind of holding the occupiers are generally short of capital?—Yes, and they work the farms themselves very often.

3669. If there were to be an extensive outlay of capital on those small farms, those small tenants must be got rid of, and men of capital must be brought in their places?—Many men have not got capital enough to farm with at present.

3670. Then those improvements would result in those men being put out of their farms, and four or five farms being run together, men of larger capital coming in in their place?—I think that the great advance that has been taken of late years in farming knowledge will improve those men and make them better farmers.

3671. Have they got the money?—Yes, I think a man with a small farm, generally speaking, with a family of his own, makes it up by industry, and there is not that great difference in the productive power between the one and the other.

3672. The benefit of good farming being generally known, those men are availing themselves of what they see going on, and making improvements upon their own farms?—Yes, just so; though they do not join a farmers' club, they get a newspaper and see what is going on there.

3673. They are improving?—Yes, very fast.

3674. Without any law to help that improvement?—Where they have good landlords they generally improve; where they have bad ones it is not so.

3675. You say the improvements are going on fast; do you consider the bulk of the proprietors to be good landlords?—There is great need of improvement. I do not know that, generally speaking, they are different from other landlords, but many of them are without a large quantity of money, and lands are held under the church and in various ways; there are different tenures of property.

3676. Are the church lands worse or better cultivated than the lands held by laymen?—I have said, generally speaking, I do not know that there is a great deal of difference; the laymen, where they understand the farming business, I think have

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have better tenants than could be expected in common with the church; the church cannot pay so much attention to it.

3677. Are the church lands in Durham generally let to the actual occupier, or are they let to some persons who underlet them to others?—The glebe lands are generally let by some land agent for the rector.

3678. Speaking of church lands, the question does not refer to parish glebes, but to the lands belonging to the cathedral of Durham, under which there is a great deal of land held; is there not?—Not so much in the shape of lands as in the shape of mines.

3679. They have not a great deal of land?—No; as I have said, it is in mines; their great wealth is in the coal and lead mines.

3680. With respect to the Dean and Chapter land, is that, generally speaking, let to the actual occupier, or to other parties, who underlet it?—Generally speaking to occupiers: but the Dean and Chapter let land in various ways; a great deal of it in building sites; for instance, the town of South Shields is nearly all Dean and Chapter land.

3681. Have they much farming land?—Not much; they have a very considerable property, of course, in farming land, but not the major part.

3682. In your opinion would it be an advantage if agricultural buildings were put upon the same footing as to right as trade buildings are?—Trade buildings are very various. I should scarcely know how to answer that question.

3683. The trade buildings, in the shape of fixtures, are always the property of the tenant; would it be an improvement, in your judgment, if the same principle in law were applied to agricultural buildings and fixtures?—I have always understood that the property, the houses for instance, will constitute the property of the landlord, and the fixtures that of the tenant.

3684. You do not know the distinction in law between what are termed trade fixtures and other fixtures?—Yes.

3685. There being a great distinction, would it be an advantage to the farmer if the same distinction were extended to agricultural fixtures?—They would have no fixtures except their machinery, which would be the thrashing machine.

3686. Buildings put up to put thrashing machines in?—That, I would say, would be better to be done by the landlord.

3687. Supposing the tenant does it, would it not be an advantage that he should be able to remove it or be paid for it?—The tenant would not do it unless he paid considerably less rent for his land.

3688. Do you think it would be any advantage to him to have any such alteration in the law?—No; proper restrictions and regulations might answer both parties, but it would be injurious to the landlord if the tenant was to build what he thought necessary, and to call upon the landlord to pay for it.

3689. What would be the injury to the landlord if the tenant was permitted to take it away, leaving the premises as before?—There would be none.

3690. The tenant would have that advantage?—Yes.

3691. He could not do it now without the permission of the landlord?—That depends upon the nature of the fixture; if the tenant were going to take it away, he would build it of wood.

3692. Then the law would not consider that a fixture to the soil; in the event of putting up other buildings, would not it be an advantage to the tenant to have the right of removing those buildings, if the landlord would not take them?—The tenant would not do so without a lease; then it would be a consideration with the tenant, if he were not quite certain that he could take them away.

3693. But if the law was to be altered, would not it be a benefit to the tenant to be able to take them away?—Yes, it would.

3694. Does any difficulty occur in your knowledge in the counties of Durham or Northumberland from parties not having the fee simple of the land being unable to give leases to tenants?—Yes, many cases.

3695. Would it be an advantage to the country generally that persons upon such disability should be able to secure the tenant at the end of the term?—Yes, it would be an advantage to the landlord in possession, and also an advantage to the landlord that succeeded.

3696. And also to the tenant?—Yes, and to the tenant also; it would ensure that land to be as well farmed under such regulation as property where there was a full power to grant a lease; tenant-right would apply particularly to that.

3697. Then would it be an advantage that power should be given to parties having limited interest in land to do that under certain regulations, the same as if they had the fee simple?—That is self-evident.

3698. Should that be extended to the cases of incumbrances upon land, mortgages, of course, included?—I do not know that they would be able to protect themselves; a person will not give more money than he sees a prospect of realizing. If he is so improvident he must run the risk of getting it back; he would have a better chance in that way, but of course it would affect him too.

3699. Do you think the mortgagee would be injured by the tenant being secured in the possession of the farm by a lease?—I think his position would be improved.

3700. And the power of the tenant to receive compensation at the end of the lease, under the covenants of the lease, would be no injury to the mortgagee?—Considering the extent which it could ever go to, it would not be large. For instance, as to buildings and drainage, the buildings would still be there, and the land would be of more value than before when it was undrained, therefore the mortgagee would still have a superior guarantee.

3701. The value of the land upon which he has spent his money being improved, he would be in a better position instead of a worse?—Yes; I do not see that in any case he could be worse.

3702. Do you think that the tenant being about to outlay a large sum of money in drainage or in permanent improvements, should give notice to his landlord?—That would be necessary. I have known serious cases happen in that way.

3703. In your judgment notice ought to be given?—Yes. I know some Scotch farms where the tenant has taken a new lease upon the condition that the landlord would expend a certain sum of money in drainage, and the tenant a certain sum of money; a 19 years' lease has been granted; that is the common way in the Lothians in Scotland. A man of capital goes to work immediately, and goes a little faster than the landlord would like or feel it convenient; but that might be remedied by stipulating that a certain amount of work should be done in each year, which might be done by arrangement either by tenant right with or without a lease, which is generally done.

3704. Supposing a tenant, by virtue of his agreement, or by law, to be entitled to receive payments for permanent improvements at the end of his tenancy, in your judgment should notice be given to the landlord when those improvements were about to be made?—The word "improvement" would depend upon the opinion of the parties.

3705. But should the landlord have notice of the work about to be done, in order that he might see how it was done?—I think he decidedly ought. I would not trust a great many tenants to drain my land unless I knew how it was done.

3706. Your opinion being that notice should be given, ought the landlord to have the power of objecting to the work or not?—Then it would become a matter of opinion again between the landlord and tenant, which would not be very easy to manage, because the tenant would say, "I will have a drain three feet deep;" and the landlord might say, "It shall only be 18 inches;" and they might be both wrong; it might be left to men of judgment to say what is the best drain, and what the parties are entitled to.

3707. That, of course, is giving the landlord as well as the tenant a voice in the matter?—It is highly necessary that he should have a voice.

3708. Do you extend that to buildings as well as drainage?—Yes, I think so.

3709. Do you extend that generally to all permanent improvements?—Yes; I think the interest of one ought not to be sacrificed to the other.

3710. In the valuation that would take place at the end of the tenancy, should that valuation be based upon the outlay of the tenant, or upon the unexhausted value to the incoming tenant?—I think the outgoing tenant.

3711. In the valuation that would take place at the end of the tenancy, should that valuation be based upon the outlay of the tenant, or upon the unexhausted value to the incoming tenant?—I think the outgoing tenant ought to have what they are worth.

3712. You think it ought to be based upon the outlay of the outgoing tenant?—Yes; leaving the incoming tenant and the landlord to make such arrangement as they pleased upon coming in.

3713. In the valuation that would take place at the end of the tenancy, should that valuation be based upon the outlay of the tenant, or upon the unexhausted value to the incoming tenant?—They are both interested in that.

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3714. Without entering into the question of the interest, which do you consider to be the principle upon which the value should be determined?—The principle should be as far as the outgoing tenant goes, and as far as the unexhausted improvements go, upon the incoming tenant; those unexhausted improvements would have to be paid for by him.

3715. Is the amount to be paid by the incoming tenant to be ascertained by reference to the capital expended by the outgoing tenant, or by the value derived by the unexhausted improvements to the incoming tenant?—It strikes me that the question is entirely between the outgoing tenant and the landlord.

3716. Suppose the tenant has expended 500 *l.* on drainage, and the drainage has been done so badly that it is no advantage to anybody, what, in your opinion, should the incoming tenant pay for that?—If it was so badly done that it was no advantage to anybody, he would have to pay nothing at all.

3717. The result of that would be, that the valuation should be upon the benefit to the incoming tenant, and not in proportion to the capital spent by the outgoing tenant?—If it were well done, and if there were anything to receive for the money he was expected to pay, then he would get something for the money he paid.

3718. That is an extreme case; but cases may arise, for instance, in respect of manures, where a party may have made a great expenditure, and great doubt may arise whether any, and if any, what benefit will accrue to the succeeding tenant?—I think we are not so well acquainted with that subject in the North as they are in the South; but I think, if an injudicious man took saturated lime, for instance, and threw it on the land at great expense, instead of laying it on dry, so that it would come to no good in the one case, though it might do a great deal of good in the other; if he was so bad a judge of his business that he did not impart any benefit to the land thereby, he would be entitled to no remuneration.

3719. Then the result of your answers to those two questions is to be taken to be, that the valuation ought to be made upon the benefit to the incoming tenant, without reference to the capital expended by the outgoing tenant?—Without reference to the capital, but to the improvement.

3720. Then by whom, in your judgment, and how, should the money be paid between the outgoing and incoming tenant; what security should the outgoing tenant have for the payment of the money?— His security ought to be his landlord.

3721. What security would you give him against the landlord?—I should expect that the landlord would pay him, and that the landlord would make the best arrangement he could with the incoming tenant, as far as the money part goes.

3722. Your judgment being that the landlord should pay, in what mode would you secure to the outgoing tenant that he should get his money?—I think the landlord ought to deduct it off his rent, or give it him.

3723. Suppose the amount is greater than that amounts to, in what way would you propose that he should be secured in getting his money?—Supposing it was equal to half the rent?

3724. The question was put, supposing it to be more than the rent due?—Then I think the landlord would be as much entitled to pay it if it was more than the rent as if it was the rent itself.

3725. In what mode would you propose that the tenant should get the money from the landlord?—I do not know any other way than its being deducted; not to make the landlord pay it before the tenant had a fair and equitable right to it. I do not know any other way, but the landlord must pay it.

3726. *Chairman.*] Supposing the landlord to have a settled estate and to be insolvent, the question is, what remedy would you give the tenant?—The tenant would be exactly in the same position that other people would be in who make bad debts.

3727. Mr. *Henley.*] There are a great many estates that are dealt with by the Receiver of the Court of Chancery, and others that are in the hands of various parties; the landlord may be out of the kingdom, so that the tenant could not get at his person. Have you considered in what way you would give a remedy to the outgoing tenant to get this money; you say the landlord ought to pay?—In that case, I do not know how he is to get it.

3728. Then would not that be laying out a trap to induce the tenant to lay out his money, without giving him any security by law to recover it?—If it was a yearly tenancy, the tenant would get the farm cheaper, or have his eyes open to run the risk.

3729. How is he to get it?—In the one case a man cannot perceive what may happen 20 years afterwards, but he may have an idea what will happen one or two years afterwards.

3730. You say a man would not take a yearly holding of an insolvent landlord?—Not without he got it very cheap.

3731. Then you cannot tell the Committee what, in your judgment, would be the best security for the outgoing tenant to get his money in the case supposed? – I think if it was in Chancery, I can scarcely tell what would become of it then.

3732. You having considered the question of tenant-right, can you inform the Committee what you consider to be the best security for the tenant to get his money in the case supposed?—If there were a particular case stated, perhaps then I might be able to give a particular answer; but there are so many various ways of landlords being involved and having nothing to pay, that it would be difficult to answer the question.

3733. In what mode would you propose that a remedy should be against the landlord; various remedies have been suggested to the Committee, and they desire to know your mind upon the subject, you having turned your attention to it?—No, I never thought of it till within this last week or two; it has not been much thought of in the North.

3734. *Chairman.*] Could you not give the outgoing tenant a means of recovering his claim for tenant-right, similar to the remedy which is given for the recovery of tithe rent-charges?—Yes, that might be done; the land might be made liable to the debt.

3735. Mr. *Colvile.*] Prior to other debts?—I do not know that; there are so many things involved.

3736. Mr. *Moody.*] In the instance of land being under a mortgage, how would you give the remedy then?—It is impossible to pay something out of nothing; as, for instance, the Tithe Commutation Act; there is no legislative measure passed now which could supersede that Act. I conceive that cannot be set aside; that is one charge.

3737. You gave a decided opinion that the remedy should be against the landlord, and not against the incoming tenant?—Yes, I think so.

3738. Having given that decided opinion, the tithe rent-charge, if it were to be similar to that, would be recoverable against the tenant?—Yes, the crop would be seized. The crop is liable to the tithe rent-charge; that is the principle of the Tithe Commutation Act.

3739. You could deduct it?—Yes; the incumbent can seize the farmer's crop.

3740. For the current rent?—Yes; the rent is not so good to recover in the second year.

3741. *Chairman.*] When you say that this might be done by private bargain, you do not desire to be understood to express a legal opinion whether the owners of settled estates, and other persons of limited interests, have the power to do so by law?—I should think they had not; in many cases they have not.

3742. You have many settled estates in your part of the country, have you not?—Yes, a good many, under marriage settlements and other things of that kind.

3743. Is that a large proportion?—No, I do not know that it is a large proportion.

3744. Have you a great deal of Church land there?—Yes, in the county of Durham.

3745. And land held in fee simple is often mortgaged?—Yes, and there is a great deal of copyhold.

3746. Then when you take out land under a marriage settlement, and held under the Church, and copyhold and land in fee simple that is more or less mortgaged, will you not have taken a very large proportion indeed of the whole of the county?—A great proportion of the county of Durham; there is so much Church land and land of that kind. The copyhold lands are generally let at a very small rent indeed.

3747. Mr. *Henley.*] With fines?—The fines are very trifling; the Dean and Chapter I find generally expect one rent in seven, both in land and houses; but copyhold lands are held on very small fines; that is considered a property nearly equal to freehold.

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3748. That copyhold land is according to the custom of the manor under which it is held?—Yes, there is a copyhold court.

3749 *Chairman.*] Though you have some extensive cases of very large farming in Northumberland, have you not also a great deal of land not well farmed?—The inferior soils are certainly worse farmed than the good ones, but generally speaking it is a very well-farmed county; of course, there is a great deal of bad farming in it, as well as in other places; it is much the same in the parts I mention as in Berwickshire and the Lothians.

3750. Then there is first-rate farming?—And there is some in Northumberland, in the neighbourhood of Newcastle; that is rather cold; and when you come near towns, land is not farmed on very scientific principles; they crop away as fast as they can; they pay a high rent, and put on a great deal of manure, and grow plenty of couch, make the most they can of it, and leave it in bad condition.

Mr. *George Kilby*, called in; and Examined.

Mr. *G. Kilby*.

3751. *Chairman.*] YOU reside in Leicestershire?—I do.

3752. What is your occupation?—I am a Tenant Farmer in the county of Leicester, residing half way between Leicester and Melton Mowbray.

3753 What is the extent of your farm?—Two hundred and sixty acres.

3754 What is the time of entry upon farms in Leicestershire?—At Lady-day, principally.

3755. Does the tenant take the succeeding wheat crop?—No; it is valued to the incoming tenant.

3756. Does he pay anything for the turnip crop that is fed off?—Nothing at all.

3757. To whom does the dung belong?—To the landlord.

3758. Is there any compensation to the outgoing tenant for any improvements that he may have made?—None that I am aware of.

3759. Do you think it desirable that certain compensation should be given?—I do. I think that in consequence of there not being compensation the capabilities of the soil are not developed in that way that they would be if there were compensation allowed.

3760. In what way do you think the land would be improved if compensation were allowed?—Generally, I think, by drainage.

3761. Is there a great deal of drainage required in Leicestershire?—A great deal is required in the county of Leicester; a very great deal indeed.

3762. Would it generally increase the produce of the land?—I think it would very much, especially the produce of corn, and also the food for animals.

3763. Is there any land there that if it were drained would grow root crops for sheep, which now is not capable of bearing sheep?—Yes, I think that is so. I do not say it would bear them to be fed off; but it would grow very good root crops for food.

3764. Have you any inferior grass land in Leicestershire?—A very great deal undrained.

3765. If that were drained, would it be desirable in your opinion to break it up?—I think so. We have a great deal of the eastern portion of the county that lies entirely in grass, with no arable land whatever attached to the farms, and I think if the inferior parts of those farms were properly drained and broken up, they would produce a vast deal more of food, and everything that would be required, than they do in their present state.

3766. Where there is a farm of poor grass land, without any arable land to produce straw, there is not much good manure made?—No; of course very little.

3767. And there is very little employment for labour there?—There is very little employment for labour there; not one-fourth, nor perhaps one-eighth of the employment for labour that there would be if a certain portion of the farms were broken up.

3768. You think, then, that in this poor grass district of Leicestershire, if the land were drained and broken up, that that land would be able to employ four or even eight times the number of labourers it does now?—Yes, I think so.

3769. Why is the land not drained at present; is it that the landlords are not disposed, or that they do not find it convenient to lay out so much money on their farms?—I suppose that is partly the reason; perhaps there may be a prejudice in the

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the minds of the landlords against having their land turned from grass to arable land. I think that is the principal reason.

3770. You think that the landlords are afraid that if the grass land were broken up it would be injured in value?—Yes.

3771. In your opinion if there were proper covenants between landlord and tenant, would those dangers arise that the landlords apprehend?—No; they would be entirely removed, I think.

3772. Do you think that if this poor grass land which is now so unproductive were broken up and put under a properly secured course of husbandry they would have a tendency to improve in value rather than to decrease in value?—I think they would, and they would employ more labour at the same time, which would be very desirable in that district.

3773. Are there any other points connected with the subject which you wish to bring before the Committee?—With respect to buildings, there is a great difficulty in that respect; if the tenant erects any buildings for his own convenience I understand by the present law that he is not at liberty to take them away at the expiration of the tenancy; that is a most important matter. I think that if the tenant should choose to erect buildings he ought at least to have the privilege of taking them away at the expiration of his occupancy, provided the landlord would not take them at a valuation; that would be a great point gained.

3774. You say the farm buildings in Leicestershire are frequently inadequate for the improved cultivation you propose; coupled with the breaking up of the land, there would be a greatly increased demand for room for stock?—Yes; it would require considerable outlay in buildings to break up and drain and turn into arable land that which now is entirely in pasture.

3775. Are there any other points which you wish to mention?—In regard to the present law, I would say that where there is not an agreement between the landlord and tenant, as is frequently the case in our neighbourhood, I believe that a six months' notice to the tenant is extremely inconvenient. If it were extended to the whole year I think it would be to the advantage very much both of the landlord and of the tenant. I do not see where any inconvenience could arise to either of them from giving a twelvemonth's notice; giving notice at Michaelmas for Lady-day is too short a period to enable the tenant to make the best of what he has to dispose of, and it also gives him very little time to seek out another situation. I think also, on the other hand, that extending the notice to 12 months would give the landlord a better opportunity to look out for an eligible tenant to succeed the one who is going to quit the farm. If there could be any alteration in the law in that respect I think it would be a very good alteration.

3776. Sir *J. Trollope.*] Do you think a year's notice enough?—Yes, I think generally speaking it is, but for large farms it might be extended to two years, and be of advantage to both landlord and tenant, and of little or no disadvantage at all.

3777. By the eastern part of Leicestershire you understand all that district of land which lies between the town of Leicester and the county of Rutland?—Yes, it lies in that direction.

3778. In that direction has not a large portion of land been already broken up from pasture?—No.

3779. Do you know the parishes of Pickwell and Leesthorpe?—Yes.

3780. Do you know whether land has been broken up in those parishes?—Yes, no doubt, but there is a great deal of land in Pickwell that does not apply; it is a different nature of land.

3781. Still it has been broken up?—Yes, a great deal of it has.

3782. In the parish of Queniborough, in which you live, is not there a great deal of land broken up?—No, very little.

3783. On your farm what is the proportion of grass land to arable land?—About two-fifths are arable land.

3784. Has any of it been broken up since it has been in your occupation?—No, excepting about six acres.

3785. Is not a considerable portion of east Leicestershire exceedingly hilly?—It is rather hilly.

3786. Would it be advantageous to plough those steep hill sides?—There are only very few steep hills that it would be better not to break up.

3787. The question refers to the neighbourhood of Tilton?—The land there might be broken up, except just the steep points.

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3788. Some of those hill sides have been broken up, have they not?—Yes; the Honourable Mr. Wilson has broken some up on the steepest hills in that neighbourhood.

3789. Has not it been found in very wet seasons that a great deal of the soil washes to the bottom from those hills?—It must do so. I would not recommend those parts to be broken up.

3790. A considerable portion of the parish adjoining that district of country is steep hill, is it not?—It is not so steep as might be imagined.

3791. The lands there are of a cold nature, are they not?—Yes.

3792. Many of them are unimproved and covered with ant hills, are they not?—Yes.

3793. In your memory has not a great deal of this land been drained?—Some of it has.

3794. Has it been drained on the Leicestershire plan of drainage?—Yes, it has been drained with turf.

3795. Does not that answer the purpose on pasture land?—Yes, it does for a certain number of years.

3796. According to the nature of the subsoil?—Yes.

3797. Has not that greatly increased the quantity of sheep in Leicestershire?—Yes.

3798. The herbage has improved, and the number of sheep kept has increased?—Yes.

3799. Is not that as good a mode of employing the land as breaking it up to tillage?—I think not.

3800. You mean the cold and steep hills?—Yes; but there is a vast deal of other land.

3801. They are almost entirely depastured with sheep, are they not?—Yes, sheep and young cattle; but there is a very small portion of land that might not be broken up.

3802. Has not the breaking up of grass land been going on in Leicestershire for a considerable number of years?—It has been going on, but very slowly; but it has gone on in some degree.

3803. And where land has been broken up to any extent there must be more buildings?—Yes.

3804. The farm buildings in Leicestershire are not very good, are they?—They are very bad indeed.

3805. Did you ever value between incoming and outgoing tenants?—I have always declined doing so.

3806. Are you a member of any farmers' club where this question has been discussed?—Yes, I am a member of the Leicestershire Club, and I am also a member of the Loughborough Club.

3807. Have you ever discussed this question at either of those clubs?—Yes, this question has been considered.

3808. Do you wish to legislate for the customs that exist, by the nature of the custom of the country there?—I do, where it is possible, and for more.

3809. Are not the customs of the country very various?—Yes, the custom of the country is almost nothing.

3810. Does any custom exist beyond paying for seed and labour?—There is nothing beyond that.

3811. Is there anything paid for the use of oil-cake?—I have never known anything allowed for that, neither is there a vast quantity of it used.

3812. And nothing is allowed for draining?—I never knew it.

3813. Then there is no allowance beyond the simple seed and labour?—No, just for that, but for nothing else whatever.

3814. Does not that arise from the land being chiefly occupied as pasture land?—There is a great deal of arable land, as well as pasture; probably there is about one-half arable, excluding the grazing district.

3815. Has it got to that extent?—I think nearly so.

3816. Then the breaking up of the pasture into arable land has gone on pretty quickly?—Not so much so in that district I speak of; there is a vast deal more land that might be broken up, which is of a better nature, and of a better quality.

3817. Mr. *Henley.*] In your judgment, what would be the necessary outlay upon

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upon a farm, in the shape of farm-buildings, on a farm of 200 or 300 acres; that is, in the shape of barns, and so forth?—One-tenth.

3818. Would one-tenth be a fair sample?—Yes, I think so; about one-tenth of the value of the land.

3819. If an estate were worth 10,000 *l.*, then it would be necessary to lay out 1,000 *l.* in buildings?—Yes, where entirely new buildings are required.

3820. What is the amount now per acre expended upon land in those farms in that district; that is, upon those grass lands?—It is very trifling indeed; upon purely a grass farm I should think it would be about 4 *s.* an acre, probably.

2821. You mean 4 *s.* an acre in labour?—Yes.

2822. That is to say, upon 200 acres 40 *l.* a year would be the whole amount of labour expended?—Yes.

3823. How many acres would be mown of that?—That would depend upon circumstances a great deal.

3824. Upon the average?—It would depend upon what stock they kept; it would vary very much.

3825. Sir *J. Trollope.*] You are speaking of 4 *s.* an acre being the yearly expense, everything included?—Yes, including the keeping up of the fences, and everything; there is very little labour required in keeping the land clean.

3826. Mr. *Henley.*] Do you adhere to that answer, that the expenditure upon a farm of 200 acres, in the shape of labour, would not be more than 40*l.* a year?—Yes, I think so.

3827. You believe it would not exceed that?—I do.

3828. And you think that that would cover the getting the hay and repairing the fences, and everything?—I think it would.

3829. And in your judgment what amount of land would it be requisite to break up to increase the labour eight times?—It would depend upon the quality of the soil.

3830. Take a farm of 200 acres, what proportion would you break up to increase the labour eight times?—I do not know whether I could answer that question exactly without some consideration.

3831. How much per week, per head, do you pay for labour?—About 10 *s.* to 12 *s.* a week I have paid lately.

3832. Upon 200 acres of grass land, you would not keep two labourers?—Not upon the poor grass land; perhaps it would be about a labourer and a half.

3833. Two labourers at 12 *s.* a week would be 52 *l.* a year?—Yes, it would.

3834. Do you think there are farms of 200 acres of grass land with only a labourer and a half upon them?—Yes, I think so.

3835. How is the haymaking done?—That is a trifling expense; that is done by women, and so on.

3836. But it is nevertheless some expense?—Of course it is.

3837. Sir *J. Trollope.*] They do not make hay very well in Leicestershire, do they?—No.

3838. They stack it in the corners of the fields, do not they?—Yes, they do in some places; it is done with very little expense indeed.

3839. Mr. *Henley.*] Are the farms generally held by lease, or at will?—At will mostly; there are very few farms leased there indeed.

3840. Are there any difficulties in making a bargain, to have a year's notice instead of six months' notice, if they like it?—I do not know that; it is scarcely ever mentioned.

3841. Why is it scarcely ever mentioned?—I suppose the tenants think that they should have no chance of getting it if they did.

3842. Why should not they get it?—I do not think the landlords would let farms upon those conditions.

3843. You say that the advantage to the landlord would be greater even than to the tenant to have that twelvemonth's notice?—No, I say it is much the same; it is an advantage to each.

3844. Have you ever known it to have been asked and refused?—I do not know that it has ever been asked, being of no use, and perhaps it has not struck either one or the other; the present custom has been so long established that it is almost like a law.

3845. The tenancy being yearly, if it is to the mutual advantage of both persons that there should be a notice of that length of time, why is the notice not given?—It is perfectly just that it should be.

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3846. You say it is quite as great an advantage to the landlord as to the tenant?—Yes, quite so; I see no reason why the present custom should not be altered.

3847. Would it not also prevent anything wrong being done upon the farm by the outgoing tenant without the landlord knowing it?—Yes, just so; and then I would have the landlord secured that the tenant should not change his course of cropping for that extra half-year.

3848. Of course the landlord would have a better chance?—Yes, supposing it were legalized; I would have the landlord secured against any change in the course of cropping which the tenant might do unless he was checked.

3849. May he not do it better now if the landlord does not know he is going?—If the landlord does not know he is going.

3850. Unless the tenant gives notice?—It more frequently happens that the landlord gives notice, not the tenant.

3851. It may be either way?—Yes, it may be.

3852. Is there any difficulty in introducing clauses into the agreements to secure a proper tenant-right?—Yes, a very great difficulty.

3853. What is the difficulty?—The landlords would not agree to it.

3854. But if the landlords were willing to agree to it, would there be any difficulty?—Then of course there could be no difficulty in drawing up the agreement if the landlord would sign it.

3855. If the landlord were not willing to agree to it, should he, in your judgment, be compelled to agree to it?—I think, for the interests of the nation, it would be well if he were compelled.

3856. For the interests of the nation, you say; if, then, the landlord ought to be compelled to do that, would you go further, and say, he ought to be compelled to let the land whether he liked it or not?—No.

3857. If you think the covenants of the agreement should be settled by law, do you think the rent ought to be settled by law?—I do not say the covenants should be settled by law altogether; that would be a matter beyond my comprehension. I cannot say what should be done, but still the question is what the wisdom of Parliament may see right to do. It is not possible for me to say what Parliament may do if they take it into their consideration.

3858. Perhaps the wisdom of Parliament may not be able to reach the subject if you, who have considered the subject, cannot see your way to advise Parliament in the matter?—I do not know that.

3859. What covenants should you recommend; because if the law is to be made it must be defined, and well understood?—I think for all draining that the tenant does he ought to receive compensation. The way it is done in our neighbourhood is, that the landlord finds the tiles, and he charges five per cent. interest upon the tiles in the land: then the tenant is at all the expense of putting in those tiles and the haulage, and the soles the tiles are placed upon; and that ought to be considered, and then compensation for the proper number of years should be given in case the tenant leaves previously to the expiration of that number of years; that is a matter that might be laid down.

3860. What depth is the drainage done at?—About two feet six in the strong land.

3861. And how many years, in your judgment, should that run over?—It depends whether it has been done well or not; of course, a great deal depends upon the manner in which it is done.

3862. Supposing it to be well done, how many years should it run over then?—Twelve years at least.

3863. Then if any person of equal competency to judge with yourself were to say five years were sufficient you think he would make a great error in saying so?—I think so.

3864. What ought the land, in your judgment, to be fixed at?—I say 12 years for that description of drainage.

3865. Would you extend that to any other description of improvements?—To the use of some kinds of food, for stock, and manure, and lime.

3866. To what sort of food would you apply that?—To oil-cake.

3867. How would you deal with oil-cake by law?—There should be a small compensation made for the year following the year when the tenant quitted.

3868. What would you call a small compensation?—I should call a fourth of it at least proper.

3869. You would give one-fourth of the cost to be paid by the incoming tenant?—Yes.

3870. If any party thought that a half should be paid for, would you throw that half upon the incoming tenant?—That is matter of opinion.

3871. Then as to lime, what would you do?—Lime ought to cover a space of about six years.

3872. Do you use any other manures?—No, we do not use much; we have mostly farmyard manure, and sometimes a little of some other manure, such as guano.

3873. You do not chalk or marl your land?—No; very little is done in that way. I think those are fundamental points that ought to be taken into consideration.

3874. Do you think that the principle ought to be the capital expended by the outgoing tenant, or the advantage to the incoming tenant?—I do not mean to say that the tenant may not lay out what he considers proper, but if he lays out more than ought to be expended, that should not all be fixed upon the landlord to pay, nor should the landlord be called upon to pay without any agreement between himself and the tenant as to what those improvements shall be, and in what manner they shall be made; but I say, that if they both agree to certain improvements, and then that the tenant quits sooner than those improvements are exhausted, of course he should come upon the land for compensation; that his right would lie against the landlord.

3875. In your judgment would it be better that that should be settled by law than that the landlord and tenant should agree what improvements should be done, and what period those improvements should run over?—I do not mean to say that it should be settled by law; it cannot be settled by law. If they would be willing to settle those things between each other as matters of agreement, it would be well, but I cannot see that that would be likely to be done.

3876. You think it is because they are not likely to agree that you would settle it by law?—Yes; it would insure a better state of cultivation.

3877. Would you extend that beyond compensation for oil-cake and drainage?—I do not know that there are other points, except timber, for buildings. Those are the chief points that strike me as being wanted in our district; of course there might be other districts that other things might be applicable to.

3878. Have you turned your attention to the way in which the remedy should be secured to the tenant against the landlord?—It might be secured to him by law as well as other matters are.

3879. Should the compensation be paid by the landlord or by the incoming tenant?—The landlord, because there might be no tenant; the landlord might have the land in his own hands. I would have it as a lien against the land.

3880. If it lies against the land it is a different thing from being against the landlord?—I say it should lie against the land.

3881. You have stated that, in your opinion, great improvements would be made in the produce of food by breaking up certain districts of land which you have spoken of?—Yes; there would be a certain increased produce of food, for animal food and for the food of man, by the land being broken up that is now in grass.

3882. Do you think that that ought to be by law, or not?—It has been made a matter of law in former times.

3883. Should it be made a matter of law now, or should it be left as it is to parties to settle for themselves?—I think it might be left to parties to settle for themselves. It would be a great national advantage, if it could be done, to have a greater quantity of land brought into arable cultivation, because there would be a greater quantity of food and a greater quantity of labour employed too.

3884. That sort of land if it were not very carefully cultivated, might have great benefit taken from it for eight or ten years, might it not, and then it might be let fall back in an indifferent state of cultivation altogether?—It would require good cultivation.

3885. And proper management?—Yes; all those things ought to be secured to the landlord.

3886. May it not be their knowledge of that which may have rendered landlords indisposed to have their land broken up?—Yes, no doubt; but the tenants now are getting a much better insight into the cultivation of land than they have had formerly, and the land is now better managed.

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3887. In the improved state of agriculture, has the great and generally increasing value of land itself had a tendency to induce the landowners to permit those poor pasture lands to be broken up?—I should suppose that would be the case.

3888. Is not it safer and better to trust to the mutual interests of parties in that respect than to determine it by law?—I think it might be so. In regard to breaking up the land, I cannot see how the law can touch it, though it has been so.

3889. In your judgment, it would not be well to attempt to do it now?—Not in the present state of society, if you can induce them to enter into it by agreement.

3890. It being better to leave that probably great increase of the food of the country to be settled by private agreement, why would it not be better to let the other improvements be settled in the same way?—The only reason I see in it is, in consequence of the great difficulty there is in legislating upon it.

3891. It is as easy to make a law to say that so many acres of grass land should be broken up, as to say that so much money shall be paid for so much drainage, is not it?—Yes; but it would be so far an arbitrary law.

3892. Why?—Because, in the case of drainage, I am supposing that what is laid out by the tenant is done to improve the land, and if he is obliged to quit his land sooner than those improvements are exhausted, then I say he ought to receive remuneration for it; that is a different thing to breaking up the grass land.

3893. The tenant is not compelled to lay out the money unless he likes?—No, but he is a great simpleton if he does not do so if he is secured; and then if he does not lay out his money well in those matters, he does not know what is to his own advantage.

3894. Can he not secure himself by making an agreement?—If his landlord will not make the agreement, he cannot.

3895. And you would compel the landlord to make that agreement?—I do not know how far you would be able to do that.

3896. Is there not as much compulsion in the one case as in the other?—It does not go to that extent.

3897. You were understood to say that you think notice ought in all cases to be given in the event of improvements to be paid for?—Yes, I think it would be so that that notice should be given, and that a mutual understanding should be come to. I do not see how you can pass a law to make the landlord pay for any sort of improvements that the tenant might take it into his head to do; that, I think, would be unjust to the landlord.

3898. You say, yourself, that you would have it made matter of agreement what should be done?—Yes.

3899. And why cannot that be done without a law?—Because attention is not drawn to it so much as it would be in case it was taken up by the Legislature; then agreements of that kind, I think, would be sooner entered into.

3900. Even supposing a law to be made, would a man be induced to turn his attention to anything so much as by his own interest?—No, I suppose not.

3901. And it is to the interest of the landlords that they should have their land well tenanted and well cultivated, is it not?—Yes.

3902. Has not the cultivation very much improved in the last 20 years?—Not to that extent that it might have been.

3903. Perhaps you consider that there has been an advance of capital, both between the landlord and the tenant, and that they have laid out as much money as they have got?—I think capitalists have provided money now for the land.

3904. How?—I thought there was a law for them to have money for draining.

3905. The law gave a certain amount; but that money was taken up before three months were over; are you aware of that?—I was not aware of that.

3906. If the million of money which was provided in the way you refer to was taken up so quickly, as was the case, by the Irish landlords, so that the English landlords could hardly get any of it, does not that show that the reason why improvements have not gone on faster has been that it has arisen from the want of money?—Yes; and it would be an advantage to the landlord to take up money on his estate for drainage; he would soon be repaid for it.

3907. Perhaps he cannot borrow it?—I do not know how that may be.

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3908. What interest, in your judgment, would a tenant be willing to pay the landlord for money expended in drainage?—Five per cent.

3909. If the landlord could only borrow his money at five per cent. and the tenant paid only five per cent., there would not be much inducement, would there, for the landlord to borrow the money under those circumstances?—It would improve his land, and, in course of time, no doubt, his land would be more valuable in case he wanted to sell it; after a few years it would make him much more money, from being well drained and well cultivated.

3910. Drainage, like other things, after a certain number of years, wears out, does it not, and then wants doing afresh; and therefore, if the landlord had no more than the five per cent. interest paid to him, which five per cent. interest he had paid upon the money borrowed, would he not be a loser?—I say it would improve his estate and make it worth much more.

3911. Then the tenant ought to be able to pay more rent?—The landlord would find that out.

3912. Then do you think that the tenant would consent to pay more than five per cent.?—No, I think not at first. When the land was got into a better state of cultivation, as regards cultivation, then the tenant might be able to pay more rent in some cases.

3913. Assuming, on the average, that the drainage had stood 22 years, would not that be a long period?—No, it would be a very short one, I think. If drainage was done as on my land, then it would stand as mine will; that which I have done will stand 200 years, with very slight repairs.

3914. Then it is of a permanent character?—To be sure it is; it is done in that way that makes it of a permanent character.

3915. Do you think it the general opinion that drainage will last that time without repair?—No; generally it is not done with a view to last that time; it is very imperfectly done frequently.

3916. Take pipe draining, do you think that the general opinion of agriculturists has been that it would last for ever without any improvement?—No, it would not do that at all. I merely speak of the way in which I have done mine. I know very well the system upon which I drain is a good one, and draining done in the same way as mine is would last for many years; mine will last for 200 years, with but very slight repairs.

3917. Is it not possible that there may be persons very conversant with agricultural improvements that would not hold with the mode of drainage that you have described as being the best?—Very likely. I do not doubt that there is a variety of opinion upon that as upon other things.

3918. That would make some difficulty, would it not, in legislating upon such a matter?—There would be difficulty certainly, as I have admitted; I see all the difficulties. I do not pretend to point out the way in which those difficulties can be overcome, but I point to those as some of the fundamental points.

3919. Supposing the landlord is as strongly in favour of pipes as you are of tiles with the soles, should he then be made to pay for such tile draining for 200 years?—He pays upon the principle he drains; he would not take my view of the case; he would take his own and his tenant's.

3920. Your mode of drainage, with tiles laid upon flat soles, is more expensive than pipes, is it not?—Yes, for that reason I say that it will continue so much longer.

3921. But it does not follow as a necessary consequence that because a thing is more expensive it will last longer?—Not at all; it is the manner in which it is done, and the material which it is done with, which makes it valuable or otherwise.

3922. The landlord preferring to have his drains done with pipes at a less expense, would it be fair that he should be called upon to pay for a mode of drainage which in his opinion is less beneficial and more expensive?—He would not be called upon to do so.

3923. Why?—He would have his draining done more superficially and at less expense, and the drainage would not be so permanent.

3924. Then, according to your notion, the landlord ought to have the privilege of over-riding the law after the law was made?—You cannot pass a law making imperative any particular mode of drainage, or that it should be of a certain depth, or that it should be with tiles or pipes.

3925. But should the landlord and the tenant have the power to over-ride the law if they choose, by agreement?—I cannot see how you can prevent landlords and tenants breaking the law if they choose to do so by agreement.

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3926. Suppose a landlord to say, "I shall not have this land drained," and the landlord and the tenant to enter into an agreement to defeat the law, ought that to be done?—I do not see how it can be avoided.

3927. What then is the use of making the law?—It would be of no use in that case.

3928. You have told the Committee that those agreements are not entered into because the landlord will not agree to them?—Just so.

3929. If you are well founded in that respect, what is to prevent them setting the law aside the moment it is made?—If you can have a law obviating that so much the better.

3930. Can you point out to the Committee any way in which it can be prevented being set aside?—There is a difficulty, I allow, and I do not exactly know how to overcome it; but still it is highly necessary that a system should be laid out in regard to improving the soil of the country, and that cannot be done better than by drainage; if it can be done by legislative enactment, well, but if it is impossible, it cannot be done.

3931. In your judgment then, you do not think that any law could be made, or ought to be made, to prevent men making private agreements?—I do not see how you are to prevent them.

3932. Mr. *Colville.*] As to the custom of the country in Leicestershire, the outgoing tenant is not paid for the manure?—Certainly not, it is the property of the landlord.

3933. Do you think that a good custom?—I do not like the manure to go off the land.

3934. Is it a good custom that the outgoing tenant should not be paid for the manure?—What is made upon the land?

3935. No; with artificial food in it?—I think he ought to be paid for that.

3936. You have said that you think that the tenant ought to be allowed to remove buildings?—Yes.

3936*. What sort of buildings?—Any he chooses to erect, that would not be detrimental to the property.

3937. Suppose a man to erect a brick and mortar building, could there be any remuneration to him in pullling it down, and taking the bricks away?—Probably he would not choose to erect that; it would be at his own option if he did; or if he would, he would do it in a very slight manner probably. Tenants would erect buildings very useful, more than they do now, if they had the power of taking them away, or if the landlord would take them at a valuation.

3938. Sir *J. Trollope.*] Are you doing this very durable drainage without any prospect of compensation?—Yes; but I have not had to pay for the tiles. I have great confidence in my landlord. I am occupying a farm now that my great-grandfather occupied 120 or 130 years ago.

3939. And has it gone on in succession in your family?—Yes, it has, time out of mind. Sometimes it has been under lease and sometimes not. In fact, it is not precisely the same land, because the land has been inclosed, but it is the same property.

3940. Do you know what the tile drainage costs per rod or per acre?—£. 2 to 50 *s.* per acre, the drains 33 feet apart.

3941. Mr. *Colville.*] The turf draining there is generally done with a tile put at the mouth, is it not?—Yes. My farm was drained 50 years since, and now the drains have become bad, and most of them are doing over again with tiles.

3942. Sir *J. Trollope.*] You would not put that drainage you have spoken of in land you are going to break up?—No; only in the pasture land.

3943. Is not the average durability of draining 20 to 25 years?—Yes, turf draining. My soil is clay, a great deal of it, and there are fissures, and at those places I have put in tiles wherever there is a running sand, which makes it more durable.

3944. Wherever there is a solid subsoil that turf draining will stand for some time?—Yes; it will last for many years if it is well done.

Mr. *Benjamin Hatch,* called in; and Examined.

Mr. *B. Hatch.*

3945. *Chairman.*] WHERE do you live?—At Tenterden, in the Weald of Kent.

3946. What is your profession?—I am a farmer and land valuer and general agent.

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3947. What is the extent of your occupation?—About 115 acres.

3948. Are you in the habit of valuing between outgoing and incoming tenants?—Yes, a great deal.

3949. What is the time of entry in your part of the country?—Generally speaking, it is either the 11th of October or the 29th of September, but always at the Michaelmas period; old Michaelmas or new Michaelmas.

3950. What are the payments generally made by the incoming tenants?—The outgoing tenant is paid for all tillages of every description. He is paid for hay and straw at a feed price, which is different from a sale price, and he is paid for the underwood. It is a woody country where I reside, and he is paid for all drainage, of every description, that is performed with tiles or wood; if wood, he is paid four years; that is, he is allowed a certain portion for four years, if it is laid permanently; with tiles we allow him to go back 10 years; that is, we deduct a certain amount each year. Supposing he left at the end of the ninth year, he would have 2 *s.* to receive, if the first cost was 20 *s.*

3951. That is the custom of the country?—That is the custom of the country.

3952. Is there any other improvement that is paid for in your part of Kent?—Manures; all bought manures; we pay also for half manures; that is, the half part of what the dung would be valued at had it been valued the year before.

3953. Does that apply to artificial manures?—Yes, that applies to artificial manures, but not in the same ratio. They are recognized as being used to be paid for according to their durability. In our judgment, for instance, guano would be paid one-third of the cost price after one crop off; for bones or lime he would be allowed half the sum; and for dung-carting, marl, or mould, there is nothing at all after one crop.

3954. Are you acquainted with the chalk districts of Kent?—Yes.

3955. Do you use chalk for improving the soil?—Not much in the Weald; the only place where they use chalk to any extent is the Isle of Sheppey, and it is not used as a manure much in Kent, unless in that particular place; it is used more in the shape of lime after it is burnt.

3956. Where it is used as chalk, what quantity is put on an acre?—I cannot speak to that with any degree of certainty, I should think somewhere about 20 to 25 waggon loads an acre.

3957. Do you know of any allowance being made for that?—Where chalk is used it is a very permanent job, and the outgoing tenant is paid considerably for it, but I do not know the amount.

3958. You say lime is used?—Yes; lime is used to a great extent about us, particularly in Sussex. I value a great deal in Sussex; it is brought there as many as 35 miles to be put on the land.

3959. Over how many years does it run?—It is paid half the cost; carriage so much per mile; and half the labour after one crop off.

3960. Do you make any allowance for naked fallows there?—We pay everything, all the labour and everything.

3961. Does it extend over more than one year?—No.

3962. Suppose a naked fallow taken and a crop after it, you do not allow half the naked fallow?—No.

3963. There is no allowance for the improvement of buildings?—No, this is the only thing that we wish for, we think it would place us in a better position; mine is a hop district; an oast is a thing which is required where there are hops, and I think if the tenant were allowed to build his oast, and take it away if the landlord would not pay for it, it would be doing a good thing.

3964. Is there any difficulty in making those valuations for the improvements?—No; we find where those customs prevail, the farmers are improving fast in the farming, because they have security for the outlay of their capital. We do not find that it interferes at all with the landlord, because a tenant would rather take a farm with those improvements than have to make them himself.

3965. Why would a tenant rather take a farm with those improvements than have to make them himself?—Because where drainage is done, it is a very considerable cost; and it is perfectly well known that after land is well drained a while it is permanently improved, therefore he would be in a better position to take it after four, or five, or six crops had been taken, than to outlay the capital himself; he never scruples at paying for those improvements.

3966. And being able to take land in good heart, he would rather do so and pay for it, than take land out of heart and have to bring it into heart himself?—Yes;

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—Yes; about me in that part of the county of Sussex, there are the heaviest valuations of anywhere in England that I know of; that is, a man has to pay more money to enter his farm than in any part of England; and in proportion as he pays that, although it is heavy at first, it gets more easy afterwards.

3967. Mr. *Henley.*] Then a smaller farm comparatively takes a larger capital to enter upon it?—Certainly, if there are hops.

3968. As to hops, you stated that they cut the woods to the stubbs; you do not speak of woods to any extent, do you?—Yes; there are woods of 90 acres, and sometimes of 100 acres.

3969. Does the tenant pay a yearly annual value for that?—No; but sometimes it comes to 5 *l.*, or it may come to 50 *l.* an acre.

3970. Whom does the money go to?—The outgoing tenant.

3971. What income has the landlord from that wood; does the landlord receive so much per year?—The farm is let together; perhaps it is a farm of 200 or 300 acres altogether, and he takes the whole farm at so much money.

3972. Not by the acre?—No, we know of no acreage.

3973. Then if he takes a farm at 30 *s.* an acre, if it be 200 acres, he will pay 300 *l.* for it?—Yes, there is no distinct rent paid upon the wood land.

3974. Then the outgoing tenant receives for the number of years cut as to that wood?—Yes, according to the value.

3975. The great value of the woods in Kent is for conversion into hop poles, is not it?—Yes.

3976. And if near cutting, he has a larger sum to pay for the wood?—Yes.

3977. Does that extensive tenant right cripple the operations of the farm?—No, we find it induces men to farm much better; and if we could only have one thing, then we should be satisfied with the tenant right we possess, and that is, if we could have in the Weald of Kent, which is proverbial for its woodiness and small enclosures, the country a little more clear; there is a large extent of country where the fields are so very small that the sun in some cases never shines across them. I will give you an instance or two.

3978. Is it a condition of taking those farms that you shall retain the hedges as they exist and the woods as they are?—Yes, that is too much the case.

3979. Are you tied down to maintain those hedges, whether useful or not?—The custom of the country invariably is to tie them down, although I know many cases where that custom is broken through.

3980. The landowners do occasionally let their tenants square their fields and take away useless hedge-rows?—Yes, occasionally that is done; but by their leases they preserve the timber and the timber rows, which are particularly mentioned, that they shall not grub anything close to the hedges.

3981. What instances were you about to state with reference to the enclosures?—I spoke of the parish of High Halding, in Kent; there is one farm of 50 acres, which is divided into 26 pieces; there is another farm of 37 acres, divided into 20 enclosures; there is another farm of 54 acres, which is divided into 24 enclosures; there is another farm of 23 acres, divided into 16 fields; there is another farm of 155 acres, where there are 42 fields; some of those cases are cases of small freeholders, men using their own land. Then there is another farm of 142 acres, belonging to a noble Earl, which is divided into 48 pieces. Taking the total of the parish, there are 3,733 acres, and out of those there are 1,020 acres of waste or uncultivated, viz., hedges, underwood, ponds, &c.

3982. Do you think hedges are waste?—The hedge-rows are wide, and there are very wide lanes where the fences are not set out straight; they leave immense widths. Taking the whole parish as containing 3,753 acres, it is divided into 1,303 enclosures, and that gives an average of 2¾ and 20 roods for the size of each field.

3983. *Chairman.*] Do those hedges pay for being grubbed?—Yes; they would about pay the workmanship for performing the work; but the object of getting the field grubbed would be this, that there is a great disposition, and indeed a perfect rage for drainage. If they could get those fields into something like 10 acres, they could run their drains through them, and cause a great increase of corn, by thorough drainage, and get more land into cultivation.

3984. It varies in various districts; it pays in some cases to grub the hedges; but in no case in your neighbourhood would the tenant be entitled to grub the hedges?—No; but the subsoil is stiff clay; good wheat and bean land.

3985. Sir *J. Trollope.*] Where the woods are in large masses, are they not considered to be more valuable than the adjoining land, on account of the high value of hop poles?—Yes; underwood land, properly managed and planted, is the most profitable land that a man can hold as owner. I have known that wood sold at from 50 *l.* to 60 *l.* an acre; the average price might be called 20 *l.*

3986. Are many of those hedges cultivated by the owners or occupiers, to get hop poles out of them?—No; I think not at all. I think it is more from a disposition to follow their neighbours; their neighbours do not grub the hedges, and they do not do it. If they see anybody else do it, they say, "I wish I could do it;" but then the lease or agreement steps in; but no doubt if they had more energy they could get all those things righted.

3987. Mr. *Colville.*] Are those high hedges?—It is a level country; when you get upon the top of those hills and look down, it is like looking upon a forest.

3988. Sir *J. Trollope.*] Those small corn fields will be totally shaded from the sun?—Yes.

3989. Are not many of the hedges as large as this room?—Yes, and there is much loss of time in ploughing; the horses lose half a day's work in turning round; they cannot do a good day's work.

3990. Mr. *Henley.*] In the drainage you have spoken of as running over 10 years, is any notice given or required as between the landlord and tenant at the time the work is performing?—No; we do not consider there is any necessity for it, because the whole of the work is done by the tenant; the landlord in some cases finds the tiles. We generally find it the best plan to have the drains done in a perfect manner; every man does not understand that; where we find the tiles, we take care that the work is sufficiently and properly performed, then 10 years would be the portion we should allow for the labour.

3991. Is not it as material for the incoming tenant or the landlord to know that the work is well done where the tenant finds the whole materials as where he finds only part of them?—No question, with this difference, that there is a greater guarantee for the work being properly performed, because I apprehend that a man would not begin as a tenant to drain his land thoroughly unless he has a good prospect of stopping. For his own interest he would do it well; he would not do it to make a market of it when he left.

3992. Is that never the case?—I think that would be so palpably seen that men of experience would soon check it.

3993. Are any means taken in the Kentish valuation to ascertain the consumption of the oilcake by the farmer?—No; there is nothing allowed for it only in the shape of the extra price of the manure so made, and, as a matter of course, manure made from the straw is put at a different price from the fatting-cake dung.

3994. What evidence do the valuers require in respect to the fatting-cake dung?—Simply practice; they view it and know what it is; they know one article from another by looking at it; they can judge of the goodness.

3995. Can they judge, by looking at it, the quantity of cake that may have been used?—Certainly not; they can judge whether the dung is good or not; they can tell pretty nearly what it contains as to quality.

3996. Do you look at all at the quantity they purchase; do you require any evidence of that, such as the bills being produced?—If we doubt it we should call for evidence when we came to value artificial manure; it is the custom of the country for parties having a farm to produce the invoice.

3997. If they produce the invoice, do you go into further evidence to see that the thing purchased has been expended upon the land?—Yes, if I have a doubt about it, I call the servants, or agents, or anybody about the place.

3998. How long have you been acquainted with the Weald of Kent?—Twenty years.

3999. Was there any difference of the custom when you first became acquainted with it from the present custom?—I do not think there was much difference in the custom, it has continued as long as my memory; but it is in consequence of that custom, that from being one of the worst farmed districts anywhere I know, it is now getting to be one of the best; and I attribute it to this, that other people do not enjoy the same benefits that the men who are making those improvements do.

4000. You say the custom existed 20 years ago?—Yes.

4001. Was the district then badly farmed?—Yes.

4002. How

4002. How long have the customs existed?—I cannot tell that at all; but even only 20 years back the crops were notoriously bad about that district; and the place was so isolated altogether, that those men, though they possessed the privilege, did not exercise it, of doing those things. In fact, they had not begun to know what good farming was.

4003. Then as it could not be the custom, that made them good farmers, as you say they were bad farmers 20 years ago, what is it that has effected the change?—I presume increased intelligence, and having the opportunity of farming better.

4004. You say that the customs equally existed 20 years ago, and yet they farmed badly?—No doubt they would farm badly now, if they were not allowed those things upon the expiration of the tenancy.

4005. But they were allowed them then; why did not they farm as well then as now?—From the want of intelligence.

4006. Then it is increased intelligence that has made them farm better?—A combination of both.

4007. Have you heard how long the custom of paying for drainage has existed in that part of Kent?—I cannot answer that question. I do not know how long it has existed; but till within a few years it has never been acted upon much; that is, I mean the drainage has not been done to any extent at all till now; that it has been the exception, and not the rule, to be drained at all; some few, a good many years back, used to do it.

4008. A custom cannot become binding unless it has had an existence 20 years at least?—That might have been the case, no doubt; but where that has been acted upon, it is an exception. There was not much drainage 20 years ago, though the custom would have paid it.

4009. You call it the custom, though you say there was no drainage done?—I do not say there was no drainage done; no doubt these customs were introduced to prepare the men to farm better.

4010. In your judgment, was that custom of paying for drainage introduced 40 years ago, to induce people to farm as they do now?—No, as a measure of common justice that every man ought to have held out to him; that has been recognised ever since I knew anything of it.

4011. All those customs you have named, as far as your information goes, have been practised as long as you can recollect?—Yes.

4012. What has been done about guano?—One-third is allowed for that. Of course that must be a new custom, because it was not in existence. We soon found out by practice and experience how long we thought this manure would last, and we thought proper to place it in a different catalogue from other manures that were of a permanent character. We recognised the right of paying half manures, but the details must be according to circumstances at all times.

4013. According to the average, what is about the income per acre in a farm in the Weald of Kent?—That will depend upon whether it is hops or not.

4014. Take a farm where there are hops grown?—From 3 *l.* to 7 *l.* an acre.

4015. Does it vary so much as that?—Yes, from two circumstances; one from the district, and the other whether the farm is in a high or low state of cultivation. Some of our best lands are the cheapest to get into. Some of the finest pasture land in the county is in Romney Marsh.

4016. There, of course, the acts of husbandry do not run so high?—No.

4017. £. 7 an acre, you think, is the outside of the income upon that land?—Yes. I am looking at a farm where there is a considerable portion of hops, and a considerable portion of underwood. I was speaking as to those things that the incoming tenants would expect to pay to the outgoing tenants; not as to the capital necessary to carry on their farms.

4018. What is the valuation, excluding wood and hops?—It varies, from 30 *s.* to 45 *s.* an acre.

4019. Not exceeding that?—No, unless you speak of the fallow; there would be not more than one fifth of the land fallow, and that would be 5 *l.* an acre.

4020. Supposing a farm drained within five years?—The outlay would be very large there.

4021. Speaking of cases where there has been a great deal of drainage, how would it be?—That would be in proportion; of course, some shillings an acre more.

4022. What does drainage cost in your district?—That depends upon circumstances;

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stances; it varies very much indeed. There is no regular criterion for it; it will cost 1 *s.* a rod if it is 3 feet or 3 feet 3 inches deep.

4023. That includes labour and tiles?—Yes; pipes we use to a great extent.

4024. Then if the drains were put a rod asunder it would be a cost of 8 *l.* an acre?—Yes.

4025. *Chairman.*] Are they usually put so near as that?—No, that is a great quantity.

4026. What is the average distance between the drains?—The deeper the drains are, the wider we can get them apart; if we drained 2½ feet we should go a rod, we should go 22 feet, from that to 30; if deeper it would depend upon how porous the ground was.

4027. Sir *J. Trollope.*] You seem to have an extensive tenant-right upon everything but buildings. If you had payment for buildings, or the right of removing them, you would have very little to complain of?—Just so.

4028. Is there anything else you would require?—I am aware it could not be compulsory; but it is a fine country, and if anything could be done to lay it open instead of having those miserable fields I am speaking of, it would be a great advantage.

4029. You do not see your way to compulsory enactment?—No.

4030. Mr. *Henley.*] Have you considered at all as to the nature of the remedy you would give, or how you would carry it out; for instance, how you would make tenant-right recoverable?—My advice would be, Do not leave till you get the money. We never have any difficulty about that.

4031. You find that in practice you have no difficulty about it?—No.

4032. But have you considered at all; because where custom regulates those things no difficulty may occur, but where a law is to be made it is different, and those matters must be well weighed. Can you tell the Committee what, in your judgment, would be the remedy that should be provided?—I would make it a rentcharge upon the land, the same as the tithe commutation.

4033. That it should be payable by the incoming tenant?—Yes; that it should be payable by the incoming tenant; if he refused to pay I should go to the land for it, as the titheowner does.

4034. Supposing the land is not occupied?—It must be occupied or else the circumstances would not arise; it must be cultivated or the charge could not be there.

4035. That is with the outgoing tenant; supposing no tenant comes in, how would you deal with that case?—It would be a very extreme case to suppose there was no tangible property that you could get at, of any description; and if it be unoccupied, by making it a rentcharge upon the land it would be a charge upon the land generally, if in cultivation.

4036. The Act gives the power to the titheowner to enter and cultivate?—Yes.

4037. And to give an account; do you think that would be desirable?—I have not thought enough of it to give an opinion upon it.

4038. Of course this is a matter, if there is to be legislation, that must be settled; do you think the right ought to be against the tenant or the landlord?—Against the land, in my opinion.

4039. Can you suggest any mode by which it should be recovered from the land?—No; I have not turned my attention to that subject at all, but I should not apprehend any difficulty about the matter; because this charge forming part and parcel of the valuation itself, I do not see any greater difficulty in the tenant's paying a per-centage upon the improvement, than in his paying upon the other part of his valuation. The tenant will never know; he does not get the detail of the works; he is charged the sum total, and he does not care how much he pays for this, or how much he pays for that; it would be a general valuation, a tenant's valuation.

4040. In the part of England you live in the valuations are large, and parties taking lands are accustomed to them, and no difficulty occurs?—No.

4041. In other parts, in fact, where the valuations to the incoming tenant are extremely small, if there is legislation upon it, you must make a proper legislative provision, the man laying out his capital upon the faith of getting it back again?—Yes.

4042. Because there is no custom to help him?—I would wish to make it secure to the tenant.

4043. In

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4043. In your judgment, should the landlord have any notice of those improvements; because in Kent it appears that they have none, according to your statement?—I should say that in all improvements of an extensive nature the landlord ought to have the privilege of overlooking it, or, at all events, if he had not the privilege of saying it should not be done, he should have the privilege of knowing it was done in the best manner as to economy, and as to the work being properly done.

4044. Do you think that he should have the privilege of refusing to have those things done?—If you were to say that, you would be making a law with one hand and upsetting it with the other.

4045. How should the law act upon agreements, if such a law were made?—That is a difficult question for me to answer. If there were an extensive tenant-right Bill, no doubt something must be done; because with long leases with clauses hostile to the spirit of the law they could not work together, and they must be set aside by some means or other.

4046. If any law were made, should it override or not any existing agreements?—I think it would be a very hard case upon a tenant having a long lease not to be allowed to participate in the benefits of any new law which was passed.

4047. Supposing a tenant holding under a long lease at a low rent, with the stipulation that he should improve the farm, would it be just to make the landlord pay at the end of the term for that?—No.

4048. How is that to be managed by law?—I do not see that such a thing could ever be contemplated; because where a tenant has had a long lease, he would have had the benefit of the crops, consequently he would leave the land better cultivated, and he himself would be better off by having reaped the benefit of what he had done to the land.

4049. In the cases of long leases, do you think the law ought or ought not to override the agreement?—That would be a difficult question to answer; but I should say that if it was, as many of our agreements are in the Weald of Kent, that you should not do that or the other, if those covenants were decidedly hostile to the spirit and intention of the law now passed, it would be hard to deprive him of the benefit of the law, and in that case it should override that agreement; but it is a difficult question, and I have not turned my attention to it, therefore I should wish to answer the question generally.

4050. You have not given that attention to the subject which would enable you to give a confident opinion upon it?—No.

4051. Are you able to give an opinion as to what ought to be done in case of future agreements?—I should be very happy to suggest to the Committee, that in agreements between landlords and tenants they should always have those clauses inserted which would keep one object steadily in view, namely, the permanent benefit of the land. I would at all times have a man's lease drawn so that he should be looked particularly close after upon his quitting, for two or three years before his quitting; there would then be no necessity to guard against his farming well at the beginning of his lease, and badly towards the close of it; he would then farm all through for his own benefit.

4052. The point to which your attention was directed was this, whether in your judgment if a law were to be made giving tenant-right, that law should give permission to landlords and tenants to exempt themselves from that law by private agreement?—No; I would not make a law with one hand, and upset it with the other.

4053. Would you make any compulsion upon landlords to let their land?—No; I would never interfere with the just rights of property.

4054. Then is making a man let his land under certain circumstances no interference with his property?—I would not have any law to make a man let his land in any particular way; he should let it as he pleased, but I would permit the tenant to be paid for judicious improvements; I want to afford the benefit he ought to derive for unexhausted capital.

4055. Then the landlord must either let his land upon the terms and arrangements which would be fixed, or not let it at all?—Whatever the agreement might be he must be subject to the law, so far as permanent improvements of the land went.

4056. That would be the operation of such a state of things, that he must either not let his land at all, or let it under those conditions?—Certainly.

4057. Do you think it is likely that, under such a state of things as that, there might be any indisposition to let land?—I should think not the slightest. I think in all those cases it would soon be seen that what was for the benefit of the tenant would be so for the landlord; they must go hand in hand together; there is every disposition upon the part of the landowners to let land, and to meet the wishes of the tenants; but I hold land of that kind where, if they would, they could not allow me to do anything. I am speaking now of buildings. I should be permitted, no doubt, but they cannot give me leave to erect an oast, for instance. I have no oast to dry my hops? I have said, If I were to build any oast, would you allow me to carry it away; and they have said, No, we cannot give you leave to go contrary to the law; that property is in trust.

4058. Sir *J. Trollope.*] What is the cost of an oast?—One would cost 100 *l.*

4059. Including everything?—Yes.

4060. It requires two buildings?—Yes.

4061. With drying room and kilns it would cost nearly 200 *l.*?—Yes; but generally speaking, it is close to another building.

4062. Are not the hop oasts furnished generally by the landlord?—Generally there is an oast, but it is not so general as a barn. The landlord may say, I do not like hops; I know you rob the other land for them.

4063. Mr. *Henley.*] Is there any difficulty, in your judgment, for the landlord having the fee-simple of the land, and the tenant, if both parties are willing, to secure to the tenant what he ought to have, by agreement?—I think there is a difficulty in all those instances such as I have mentioned; for instance, where an estate is in Chancery.

4064. The question is as to the fee-simple without incumbrance, where the landlord has the full power over the estate?—Circumstances very often arise where that cannot be done, for this reason, because gentlemen do not see their own interest in the matter.

4065. That is because they do not choose to do it?—I think there is every disposition where they know; but there are many gentlemen whom we cannot expect to be farmers; they do not know what is best for the estate.

4066. The question points to this: is there any difficulty, if the landlord is willing to grant proper clauses, and the tenant is willing to take those clauses, is there any difficulty in the tenant's being properly secured for the outlay of his capital?—There can be no difficulty, if both parties are agreeable; but in every case they are not agreeable, and it is because they are not agreeable that the tenant farmer comes and asks for a Bill.

4067. If both parties were agreeable to an agreement, there would be no advantage in being secured by law, over being secured by private agreement?—I do not see any particular advantage in one way over the other, provided the end is obtained; but I do not see how the end is to be obtained without an enactment.

4068. You think that parties would not be mutually agreeable?—No, I think not.

4069. It is, in your judgment, that the landlords do not see their own interests to induce them to grant those advantages so generally as they ought to do?—I do not think it is sufficiently prominently brought before landlord or tenant; I think they have got a good deal to learn, both of them, and the sooner they understand it the better for themselves and the country too.

4070. In Kent, then, you understand it?—Yes, to speak generally.

4071. To the whole extent, except buildings?—It is only in the immediate districts of Kent and Sussex where I am that I speak of; it is not a custom riding over the whole district.

4072. You have seen your interest there sufficiently to establish everything you require but buildings?—Yes.

4073. But you have not seen your interest there to get rid of your inclosures?—No.

4074. But in other parts of England where they have had the good sense to get rid of the inclosures, they have not got all those other things; perhaps there may be some reason there that you may not be aware of?—There is one reason for our not having got rid of the inclosures, which is the clause in the agreement which says that you shall not touch timber nor hedge rows.

4075. The landlords and tenants in Kent, seeing their own interest sufficiently to introduce the tenant right you have spoken of, have not been wide awake enough to get rid of those monstrous hedges?—I fear they have not given attention to it sufficiently, and it cannot be brought too prominently before them.

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4076. Would you bind them to it by law?—No; it is an interference with the rights of property.

4077. Why more so in this case than in the other cases you have spoken of?—The circumstances are different, unless you would pass a law to compel the landlord to remove his timber, which would be an interference with the rights of property. All we ask for is only that where money has been outlaid for the benefit of the tenant, and he does not receive a just remuneration for it, the law should so far protect him that he should be paid, seeing that it is not any injury to the party paying it, but a benefit to him. Many gentlemen would not like to have their timber cut down. I see a great difference between the two cases.

4078. Did not you say the landlord should let the land subject to certain payments, and have no voice in the outlay of that money, to prevent the money being outlaid?—If I have stated so, I stated what I did not intend to state.

4079. That is the result of your evidence?—I stated this: that where a tenant made the whole outlay himself, and found his own tiles (that was in regard to drainage), I did not see any necessity to appeal to the landlord in such a case; I said, where the landlord found the materials, or where he was compelled to pay for an article that cost money, he should of course be consulted to see that what was done was done properly.

4080. Taking it as you put it now, the tenant laying out the whole of the expense against the landlord's consent, you would make a law that the landlord should pay it at the end of the term?—I should apprehend the landlord would never be against draining.

4081. Taking a case, supposing him to be against it; the case is put as an extreme case, and that is the only way those things can be judged of; you are asked to draw the distinction between that, and making a law that a man shall cut his hedges down?—I think the distinction is this, that one is an outlay of capital for which the man should be paid; but to compel a man to cut his hedges down is a complete interference with the rights of property. A tenant taking an inclosed farm would not perhaps give so much for it as if it was an open farm.

4082. As to buildings, you would not say that the tenant should positively be paid for a building which he had put up?—No; he should have the option of taking it away.

4083. What distinction should you draw between the outlaying of money in draining, and the outlaying of money in building. You say you would not go the length of making the landlord pay for the buildings?—No, not necessarily; it is very possible that he might have erected some buildings, an oast for instance, which might not be required afterwards.

4084. The distinction you have spoken of is to be drawn according to the benefit?—According to the permanency of it; the one is a case, as for instance a barn, that might be required at all times; and the other is a case that might not be so.

4085. Take the case of a barn with a hop oast, what distinction would you draw between the two; would not both be equally good to the incoming tenant?—I would merely give the alternative of taking the buildings away.

4086. You would not make the landlord pay for them?—No.

4087. Is not there this distinction, that you can take away buildings, but cannot take away drainage?—I can do so; I have buildings that I have erected that I can remove.

4088. That does not apply; you say you can take away your buildings, but you cannot remove drainage from the land; that is the true distinction, is not it?—No; that is not the distinction I wished to draw, nor the inference I wished to come to. There may be one work done by the tenant which is not of necessity, nor of general utility, nor for the benefit of the land. It does not follow that the landlord must be advantaged by having a lot of buildings placed upon his land for the tenant's own benefit, when they are neither judiciously erected nor well arranged.

4089. Is there no land in England where a great outlay of money might be made even upon drainage, with regard to which, if produce fell to an extremely low price, the outlay would not be remunerative?—I know some of the stiff clays of a part of Kent where drainage acts upon it like magic. It is preferable to manure and every thing else; and if you get land in our country with a stiff subsoil once thoroughly drained, it totally alters the class of land.

4090. Speaking generally, do you think there is no land in England that

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drainage might be applied to, where it might not be remunerative?—I do not say that. Some land would not pay for drainage; but I do not think a tenant would outlay money for it.

4091. Take for instance the very poor lands that have never been brought into cultivation; might not drainage be outlaid upon them, without their being remunerative to any body?—That would be an extreme case.

4092. The question supposes an extreme case; a general law would affect that as well as the other?—I should think it will be a very unlikely thing for any land not to pay for drainage.

4093. None at the high rate of 8 *l.* an acre you have spoken of?—The question was asked me about 8 *l.* an acre, if there were so many rods would it be so; I said yes; I do not say that it would cost more than half that money.

4094. You said 1 *s.* a rod?—Yes, 3 feet 3 inches deep.

4095. And if put one pole asunder, it would be 8 *l.* an acre?—But our lands are not drained in that way; our drains are put in where the surface water would drain if there were not upon the ground enough open furrows, which have been called top furrows, which is across the stitches; it is then moled with six horses; and according to the fall of the field, if they drain that field judiciously, it would not be more than from 2 *l.* to 4 *l.* an acre; those drains empty into the main drains; they put those moles down, not more than two or three feet apart; they lay down every three or four furrows.

4096. Then the master-drains are put in in the Weald of Kent with tiles, and a furrow with a mole plough?—Yes.

4097. How long does the mole-plough drainage last?—I did some six years ago, and it stands well now.

4098. How deep do you do the mole-plough?—Not more than 15 or 16 inches with the mole.

4099. It does not tread in?—No; the soil is too stiff for that.

4100. That system is not generally used?—No, except the soil is very stiff; but where the subsoil is very porous, then it would not want 160 rods of draining to the acre.

4101. *Chairman.*] What is the extent to which this practice obtains; what extent of country does this custom go over?—It takes the whole of the Weald of Kent and Sussex; the two Wealds.

4102. Do you find any inconvenience, when you act for outgoing tenants, in obtaining for them the money that is due to them?—Not the least.

4103. You never met with such a case?—I cannot say that I never met with such a case in my practice of 20 years; but I think I never met with but one.

4104. You say that there has been a great deal of drainage; is your land such, that after thorough-drainage it becomes capable of carrying root crops?—Yes; we are growing mangel-wurzel and turnips to great advantage, after drainage.

4105. You say that there is an allowance for naked fallows; is not the effect of drainage on your land to raise an increase of charge to the incoming tenant for draining, but there is a decrease of charge for the naked fallows, the root crops having been grown upon the land?—Yes.

4106. So that the recognition of the tenant-right for improvements has a tendency to diminish the charge for acts of husbandry?—Yes, for fallows in particular. It is rather rare to find what we used to call a naked fallow without any crop at all; while we have to pay rent and taxes, you will generally find roots grown or tares sown.

4107. That has greatly increased the quantity of stock kept?—Most decidedly.

4108. Has the drainage already greatly increased the produce of corn?—Yes, decidedly.

4109. Have the landlords ever objected to the extent to which drainage is carried on by the tenants?—No; I think the general feeling is that if they would go on a little faster they would like it.

4110. They have never found fault with their draining too much?—No; some of the landlords about us offer as many tiles as they want to put in the land.

4111. What is the rate of wages with you?—An able-bodied labourer makes 2 *s.* at the lowest penny a day, and 2 *s.* 3 *d.*

4112. What, in winter?—Two shillings in winter, and 2 *s.* 3 *d.* in summer. I am paying 2 *s.* 3 *d.* a day to my labourers.

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4113. Mr. *Henley.*] In your tenant valuations, do you make any set-off for dilapidations?—Yes.

4114. As to buildings or land, or both?—All of it; we generally feel ourselves at liberty to look at the whole facts of the case, to take the landlord's interest into consideration, and if we find the man's agreement says he shall maintain and uphold his buildings, and so on, if they are not properly done we charge him for them.

4115. If the land is in a foul condition?—Then we charge him.

4116. Then that ought to be a matter to be regarded, according to your judgment?—A matter never to be lost sight of.

4117. So that it should cut both ways?—Yes.

4118. One to be set against the other?—Yes.

4119. Is there any reason, in your opinion, except want of capital, in Kent, that has prevented the drainage being more extensive?—I think want of knowledge is the great cause.

4120. As much as want of capital?—Yes, in the district I speak of, although they are now getting on fast, I think that has been the case in a great measure.

4121. The thorough drainage of land, where there are no springs underneath the clay subsoils, has been a thing, within the last 14 or 15 years, very generally recognized?—Yes.

4122. Were there not more differences of opinion about it formerly than now?—Yes. In the district in which I reside there has been a variety of opinions the last three or four years, so much so, that many men have not gone in it to any extent till lately, till within the last three or four years; now they say it is the best money they can expend.

4123. The experience of those who have done it has convinced others that it is a most beneficial outlay?—Yes.

4124. There used to be a great difference of opinion, even within these few years, upon the fact of thorough drainage of these stiff subsoils?—Yes; it used to be supposed that it could do no good.

Jovis, 13° *die Aprilis,* 1848.

MEMBERS PRESENT:

Mr. Burroughes.
Mr. Colvile.
Mr. Evelyn Denison.
Mr. Hayter.
Mr. Henley.
Sir C. Lemon.
Mr. Moody.
Mr. Newdegate.
Mr. Pusey.
Mr. Stafford.
Sir John Trollope.

PHILIP PUSEY, Esq. in the Chair.

Mr. *Robert Beman,* called in; and Examined.

Mr. *R. Beman.*

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4125. *Chairman.*] YOU are a practical Farmer living at Stow-on-the-Wold, in Gloucestershire?—Yes.

4126. What extent of land do you occupy?—Upwards of 2,000 acres.

4127. Of what description?—A great deal of what they call stone brash, limestone rock.

4128. Have you occupied it long?—I have occupied all for 14 or 15 years; for 16 years, I think.

4129. Have you made any improvements in it during your occupation?—Yes, I have.

4130. What has been the nature of those improvements?—The greatest outlay I have made has been on draining upon the low land; not the stone brash, the lower parts.

4131. Have you found that increase the productiveness of your land?—Very much.

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4132. Do you use artificial food for your cattle?—I never use less than 1,000 *l.* worth a year in artificial food and manure.

4133. What is the usual custom in your part of the country between out-going and in-coming tenants?—The usual custom is not to make any remuneration to out-going tenants.

4134. Not for any kind of improvement?—Not for any kind of improvement; in some special cases there is something; I am in the habit of doing a great deal in valuing acts of husbandry, and those kind of things; but it is the exception rather than the rule to allow anything for improvements.

4135. What is the mode of giving up a farm from one tenant to another; what is the period of entry?—Half at Michaelmas and half at Lady-day; they vary very much, but they are all Michaelmas or Lady-day.

4136. Supposing it to be a Michaelmas holding, what does the in-coming tenant pay for?—All the cost of husbandry, the ploughings, and sowings, and the manuring; that is, the drawing it, and hoeings in some instances; and not any artificial manure is paid for.

4137. Then the dung belongs to the landlord?—Yes, it does, in all instances.

4138. Is the consequence of that, that it is not of very superior quality?—I do not know that that makes any difference; whether it is well made or ill made, nothing is allowed for that.

4139. And in the case of Lady-day holdings?—It is the same in that case; the tenants in some instances have eaten their turnips off, and therefore the value of the turnip crops is taken out of the acts of husbandry.

4140. You say that in some few special cases there is compensation?—Yes; where there is a bargain made, the custom of the country would note it.

4140*. Is it your opinion that it would be an advantage to the farming of the part of the country you are acquainted with to give compensation?—Very great indeed; the land is suffering for the want of it.

4141. In what way is the land suffering for the want of it?—I think it is only producing one-third of what, with a judicious outlay of capital, it would produce if the farmer could be secured the advantage of his outlay.

4142. Are you speaking of the light lands, or of the heavy lands, or of both?—Both.

4143. Have you a great deal of light land?—The larger portion is light land.

4144. In what way would the productiveness of the Cotswold be increased by improved tenant right?—By artificial manure being used.

4145. You think that the turnip crops would be much better?—Yes.

4146. Would there be a great increase of stock kept in consequence?—There is not the least doubt of it, I can fairly instance: 16 years ago I took the Hinchwick Farm of 700 acres, and the first year (I took it at Lady-day) I could only find manure enough to dung 12 acres; my turnip quarters were about 90 or 100 acres; I had a lease of 14 years; I set to and laid out my money, and before the lease was out, instead of finding dung enough to manure 12 acres, I could do 60; the increase of straw had been so great, that enabled me to dung it all but about 30 acres; the other I did with bone dust.

4147. A turnip crop is rather an uncertain crop at present on the Cotswold Hills?—The present year is the worst I have known since I have been in business, and the better I did it the worse it was; the more I put on the worse it was.

4148. With the artificial manure?—All our land was poisoned with the weather; the turnips, after a certain period, succeeded very well, more especially with artificial manure.

4149. Without looking to such a peculiar season as last year, you have no doubt that the use of artificial manure would be highly beneficial on the Cotswold Hills?—It is essential; without it we cannot grow good crops.

4150. Have you below the hill, in Gloucestershire, towards the Vale of Berkeley and the Severn, a great deal of strong land?—Yes.

4151. Is it capable of much improvement by draining?—Very great.

4152. Is there much poor grass land there?—Yes, a great deal.

4153. What would you recommend being done with that?—Its being well drained and converted into arable land.

4154. Do you think in that way farmers would be induced to give an increased employment to labourers?—Yes, materially so.

4155. What sort of buildings are they in the Vale of Berkeley?—There is very

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very bad accommodation indeed; though I have 2,000 acres of land, I have not above one farm that is fit to put anything in.

4156. Are the buildings better on the Cotswold?—Yes, they are in the large farms on the Cotswold.

4157. Even there, do you think there would be room for improvement if the best modes of agriculture were carried out in keeping stock?—Yes. If you increase the produce, you must increase the facility of threshing; therefore you must have more barns.

4158. And you would also require more sheds for cattle?—Yes.

4159. Do they use lime in the Vale of Berkeley?—Yes; I used 800 quarters a year, for many years.

4160. Is there any compensation for that?—Not a penny.

4161. How long do you think the benefit of the lime lasts?—I do not know what end there is to it; on the strong land it alters the nature of it completely.

4162. You think it would be just to give a compensation to the outgoing tenant?—Yes, certainly; very much so indeed; for the landlord as well as the tenant.

4163. It would be a benefit to the landlord, by encouraging the tenant to make such an outlay?—Yes.

4164. Do you know anything of another mode of improving the clay land, by burning the soil?—Yes; I have tried it to a large extent, and did not find it answer.

4165. Do you know of other places where it does answer?—In the Vale of Evesham it answers.

4166. What is the expense per acre?—I do not know.

4167. Have you any other remarks to make to the Committee on this subject?—No, I think not; except the hardship of the tenant laying out a great deal of capital in drainage, and not being allowed for it; that is a hard case indeed; that was the case in instances I can mention. I drained a farm, which cost me 400 *l.*; I had not had it more than two years after before a surveyor was sent over it, and it was raised 50 per cent. upon the rent, though I laid out every penny myself upon the farm; my landlord did not find a penny of it.

4168. Is there a great deal of land that wants draining?—Yes, in all the vales they suffer dreadfully; it is no use manuring, or ploughing, or sowing, unless the water is out of the land.

4169. Do you think the wheat plant has suffered this year?—Yes; it will show more when the dry weather comes.

4170. What loss per acre do you think it will be?—One-fourth, and in some instances one half, from the excessive wet we have had in March; we find the water cannot be got off, and the roots of the plant die away; in some instances they are starved to death.

4171. Are they aware, in Gloucestershire, of the benefit of drainage?—Yes; if they had security the tenants would drain fast enough.

4172. Do you think the landlords are aware of this, but do not find it convenient to make the improvements out of their income?—I am surprised they do not; the improvement is so very evident.

4173. At all events you think, if tenants had tenant right for draining, they would carry out those improvements?—No doubt of it.

4174. Mr. *Henley.*] How long have you been acquainted with the neighbourhood you speak of?—I was born in it, and have known it all my life.

4175. Has there not been any improvement in the neighbourhood since you have known it?—Not a general improvement.

4176. Not over the Cotswold Hills?—No; the same system is pursued now as was pursued 30 years ago.

4177. What is the system of farming on the Cotswold Hills?—The system is about the same.

4178. Do you think it is not better carried out, and that there is not more stock kept?—Perhaps there may be a little improvement in that respect, but it is capable of much greater improvement.

4179. In your opinion, is not there more stock kept on the Cotswold Hills now than was the case 30 years ago?—No, I think not, except where artificial manure has been used, but with those farmers who have not used it, there has been no increase of produce; they do not keep any more stock.

4180. Over the whole of the Cotswold Hills, speaking generally, you do not think there is more stock turned out there than was the case 30 years ago?—I think not.

4181. Is the land generally held by lease?—No, from year to year.

4182. Is it held under agreement, year by year, or without any agreement?—We generally have an agreement the first going in.

4183. There is an agreement with the holding from year to year?—Yes.

4184. Have you had much to do with the letting of land?—I have had the valuing of some estates for letting and for purchase.

4185. Are you agent for any estates?—No.

4186. Then you cannot, probably, say whether the tenants have required to have conditions in their agreements?—I cannot; it is the general talk at market, that if they were better protected, they would lay out more money, which they do not feel justified in doing now, because they know that men who have done it have been taken advantage of; I do not think it safe to do so.

4187. Do you know, from conversation of that sort, or have you any opinion of your own, whether application has been made to have that security, and been refused?—No, I do not know that I can speak of that; I do not recollect at the moment.

4188. In what way would you propose that the security should be given?—For manure, I think that the tenant ought to be indemnified, and that he should be allowed that portion which was unexhausted, which could be ascertained by two persons, one chosen by the landlord, and one by the tenant; or by the in-coming and the out-going tenant; and such portion as is in the land, if he was paid for it, I think he would consider it nearly tantamount to a lease.

4189. In your opinion, should the valuation be made upon the principle of the expense that has been undergone by the out-going tenant for the benefit to the in-coming tenant?—That would be the simplest way, between the in-coming and the out-going tenant.

4190. In your opinion, should the valuation be made upon the principle of the expense that has been undergone by the out-going tenant for the benefit to the in-coming tenant?—Both; more especially to the out-going tenant, because he has laid out his money. There are several instances where it should be paid for; for instance, bones should be paid for; the cake and bones laid on at Lady-day; if one crop of corn had been taken, there would be 75 per cent. to be paid for; if two crops had been taken, 50 per cent.; and if three crops, 25 per cent. to be paid for, and then to cease; that would meet the evil in a great measure.

4191. You stated that you tried burnt clay, and that it was not beneficial upon the land?—I did not do it the right way. It was the hot summer of four or five years ago. I had some strong clay land, and it got very dry. I had heard a great deal about burning clay. I sent some men on and they burnt 3,000 bushels to the acre, 30 or 40 loads in a heap; and then we were obliged to get sledge hammers to break it, and from that time to this I have never seen the least advantage in it.

4192. If you had left in that year, who ought in your judgment to have paid for the expense of that?—That was on my own land.

4193. Supposing you had been a tenant and you had gone away; under those circumstances who ought to have paid for it?—As it was an experiment of mine, I ought to have paid for it; unless the out-going tenant can show an improvement, the in-coming tenant ought not to pay for it.

4194. Then the principle would be the benefit to the in-coming tenant, not the capital expended by the out-going tenant?—I think it should be both; I am sure it is an advantage to both, and more especially a greater advantage to the in-coming tenant. My opinion is, that the out-going tenant should produce the vouchers of what he has expended, and it should be in that ratio, because manure ceases after a certain time to be a benefit, except as to the increase of manure, that is caused because the land will bear more straw. I think it ought not to go further back than four years in the case of bones.

4195. How long should drainage go back?—I cannot say; drainage effectually done, is done for ever, I think.

4196. Then, supposing a man to have drained a farm and occupied it 14 years, and then left the farm at his own will, do you think the in-coming tenant ought to pay the whole expense of drainage?—No.

4197. What proportion ought he to pay?—I should say 14 years: I should say he ought to pay half.

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4198. If he went out in seven years, what should the in-coming tenant pay then?—Seven years.

4199. Supposing a man had drained a farm and went out after occupying it seven years, what proportion of the expense should the in-coming tenant pay?—Three-fourths.

4200. What should he pay at the end of 14 years?—Half the expense.

4201. What should he pay at the end of 21 years?—In 21 years I think he ought not to pay anything; if it had been done 21 years, he would have had sufficient advantage to remunerate him for the outlay.

4202. Should the person who outlays a capital upon a farm be entitled to receive interest for his money, profit upon that interest, and the return of his capital?—In what time?

4203. You are asked whether it is not the just principle as to a farmer laying out his capital upon land, that he should receive interest for the capital, profit upon the interest, and the capital returned to him again?—Yes, I think he ought to receive that.

4204. When that is done his claim to any future advantage is exhausted?—Yes, if he received a good interest for his money.

4205. In your judgment, should the payment by the in-coming tenant be equally liable to be made whether the tenant quits of his own accord or by notice from his landlord?—I think he ought; circumstances may have made him quit although he could not help it.

4206. In the event of the improvement of the farm being an unprofitable one to him, do you think it would be just that he should go away and leave the in-coming tenant to pay the outlay?—Yes; if he can show that it was judiciously made.

4207. In your judgment, if any law was made, should it over-ride private agreements or not?—I think not.

4208. You think it ought not to over-ride private agreements?—No; because generally, the lease expresses those things.

4209. Speaking of an agreement as well as a lease, should it over-ride that?—No, I think not.

4210. If the tenant and the landlord agree to defeat the law, they ought to have power to do so, in your opinion?—Yes, I think so.

4211. In your judgment, should the operation of any law that was made be retrospective or prospective?—Prospective.

4212. Then the persons who have now laid out money, in your judgment, should not be entitled to receive anything?—Not compulsorily, I think.

4213. You have stated that, in your judgment, great improvement would take place if a certain portion of the Vale of Gloucester by the Severn was broken up, some land you said below the hills?—All land below a certain value; all green land below a certain value ought to be converted into arable.

4214. You said that it would employ a great increase of labour, and afford a greater increase of produce?—Yes; and not only that, but we could keep as much stock upon it after it had been converted, although one-third should be in corn; the remaining part would produce so much more food, and we could keep as much stock, although one-third produced corn.

4215. Produce includes meat as well as corn?—Yes; the produce includes meat as well as corn.

4216. Should that be done by law, or left to the option of the landlord and tenant?—It is going on so slow; I should like to have a law to enable me to do it; that would be my wish.

4217. You said that you think the law should put a rent upon it?—Yes. I think the landlord ought to have an increase of rent.

4218. Do you think that would be better done by law than by private agreement?—It might be done by private agreement; it is so slow. I have been advocating it for 25 years; I have been cultivating land, and I see the advantage is so great, I am astonished it is not generally done. I have five fields of land that have been broken up now for eight years; they have produced four crops of wheat, and seven green crops in the eight years upon this very description of land I am speaking of. Before it was broken up it was not worth 15 *s.* an acre; it would starve the beasts, and make them lousy, and rot the sheep. I have one of the pieces in flax; I never saw so great an improvement in my life as in the

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conversion of poor pasture land into arable land; and it is all done by breast plough. I have not had a horse plough, nor a cart load of manure upon it.

4219. Do you not think, that seeing the gain you have derived, that would induce others to do the same thing?—They will not come to see it; the Reverend Mr. Huxtable came to see it, and was astonished at it. There seems in my neighbourhood a prejudice against that sort of thing.

4220. Perhaps it is because up to the present time they have not been so certain of the advantages as they will now be by seeing what you and others may have done?—I have seen it practised for 30 years upon the Cotswold Hills.

4221. That is a different description of land?—Yes, that was what we call down land; I know a piece done 30 years, cultivated with a breast plough, and never had a cart load of dung upon it.

4222. You have told the Committee, that in the Lady-day tenancy, the value of turnips are deducted?—Sometimes they are; that is not always the case.

4223. Is that by agreement?—Yes, that is by agreement.

4224. What is done by the custom where there is no agreement; what is the practice then?—Then if the tenant eats the turnips, he must have the value taken from the acts of husbandry, if he so entered.

4225. That is the custom?—Yes.

4226. Is the value settled at a certain rate, or do the valuers see the crop?—The valuers see the crops; in some seasons a good crop would be equal to the acts of husbandry, in other the acts of husbandry would be greater.

4227. Is there any practice in that part of England of out-going tenants taking the away-going crop?—In very few instances.

4228. After the tenancy terminates?—Yes, that was the case in the common fields in our neighbourhood; it is very rarely the case now.

4229. That is pretty well extinguished?—Yes; the landlord sees the impolicy of it, and they see that the best thing is to purchase it.

4230. And put an end to it?—Yes; and put an end to it.

4231. Has there been much enclosed land in the neighbourhood in the last 30 years?—The fields are nearly all enclosed.

4232. The landlords having put an end to this custom that was prejudicial by buying it out?—Yes.

4233. That shows that the landlords are disposed to facilitate what may be for the public advantage?—Yes, in that instance.

4234. With reference to buildings, what is the custom; who puts them up?—The landlord puts them up.

4235. At his own expense?—Generally. I was over a farm yesterday where it was college property, where the tenant had expended 3,000*l.* in erecting buildings; and yesterday he was called upon to pay for dilapidations upon those very buildings. I was employed by the tenant to meet the valuer on the part of the college; and though he put up nearly all the buildings, every wall and stone, and every bit that was broken down, we were obliged to put a value upon; that was very iniquitous.

4236. How long had he been on the land?—Twenty years.

4237. Do you know the terms of that holding?—No; I did not see the lease from the college; I saw the lease between the incumbent and the tenant.

4238. Do you know whether there was any condition as to the rent or in the holding requiring the tenant to put up the building?—No, it was completely voluntary.

4239. With so heavy an outlay there could have been no buildings upon the land?—Very few; only the farm house.

4240. Then it must have been clearly understood between the parties at starting that the buildings were to be put up?—He took it for the life of the incumbent, with the risk.

4241. And therefore, of course, if he meant to occupy it he must put up the buildings?—Yes; I thought it a hard thing to be obliged to put those buildings into excellent repair.

4242. Sir *J. Trollope.*] Did you see the lease?—Between the late incumbent and the tenant; he was bound to the incumbent, not to the college; the clergyman who died happened to be insolvent, and they looked to the tenant.

4243. Mr. *Henley.*] Then, taking the lease, he might have guarded against a contingency of that sort if he had been a prudent man?—He depended upon the life of the clergyman.

4244. Sir

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4244. Sir *J. Trollope.*] He ran the risk of that life?—Yes.

4245. Then, was it in the conditions that he should put up such buildings?—Not at all.

4246. He did it then for his own convenience?—Yes.

4247. And he took the chance of the death of the incumbent?—Yes.

4248. Was that a hardship, then?—Yes, I think it was; he was obliged to pay when I think he ought to have been paid for a certain portion of those buildings, which ought to have been paid for by the next occupier or the incumbent.

4249. Mr. *Henley.*] Do you know the rent he paid?—About 12*s.* an acre.

4250. Was that a full rent?—Yes; the land was wretchedly out of condition.

4251. It was a fair times rent?—Yes.

4252. What is the practice in that part of England about agricultural fixtures, such as thrashing machines?—They do not take farms with machines, or they come to an agreement about them.

4253. There is no difficulty made about the removing fixtures of that sort?—No; they are generally portable machines.

4254. Buildings put up for horses to work in; whom do they belong to?—The landlord.

4255. Are you aware of the custom there is in trade, that buildings put up for the purpose of trade may be removed by the tenant?—No.

4256. In your judgment, would it be fair to put farmers upon the same conditions as tradesmen are put in that particular?—Yes.

4257. Do you see any objection to it?—No; it is a very good plan, and very fair.

4258. In your judgment, if a landlord, having the fee-simple of the land, and the tenant are both willing to make an agreement to give a proper security to the tenant for his outlay, could they do all that is requisite?—Yes; I do not see why a bargain could not be made by the landlord and tenant for their mutual interest.

4259. Would it be of considerable advantage to give the owners of settled estates power to make the same agreements beyond their lives?—Yes, I think so; I have seen the evil of their not being able to do it.

4260. It would be a great improvement if it were done?—Yes, I think so. I occupy a parsonage farm, and I should like my landlord to give me a lease; but he has not the power.

4261. What period do you think oil-cake should be paid for?—With regard to oil-cake given to the cattle, the cattle derive a great advantage from the oil-cake; in the first place, in making beef, and of the price. As to the proportion, I should say two-thirds of it ought to go to the beast that eats it.

4262. And one-third to be paid by the incoming tenant, if the manure is left?—Yes.

4263. How long should you put bone dust at?—Longer than that; I have seen the benefit of bone dust seven years after. I have never valued it at more than four years.

4264. You divide it into four equal portions?—Yes, into four equal portions; and for guano not so long.

4265. And for guano how long?—Not above two years; we get it out directly almost.

4266. In your judgment, in the event of a person having tenant-right, when he quits a farm should any notice be taken of dilapidations?—Certainly; and if he has farmed badly, I think he ought to pay for it; if he has neglected the land, he ought to pay for that.

4267. That should be set off against any claim he might have for other things?—Yes, certainly, I think so.

4268. In your judgment, as a valuer, have you seen any farms given up in a bad condition?—I have; and in some instances, the tenant has been obliged to pay, and in others, the landlord has been indulgent, and has let him off.

4269. Mr. *Newdegate.*] With respect to these five fields that you say have increased in value so much, you were at some expense to bring them into that state, were you not?—The expense was very trifling.

4270. You say in eight years they produced four crops of wheat?—Yes, and seven green crops.

4271. Were you not repaid for the expense upon them after the second crop of wheat?—Yes, I reckon I was paid the first year for all the expenses.

4272. Then, if you had been holding that land as a tenant, you would have been amply repaid, and any compensation you would have received for the expenditure would have been a bonus?—Yes, I should be satisfied with that; but I drained it first; that is a permanent improvement.

4273. At the same time you say, that after the first year, and, at all events, after the second year, you were paid the whole of the expense?—Yes, the expense was nothing hardly.

4274. Then, supposing that you held that land of another person, and had made the outlay, and had been repaid in two years, would you have had any claim, in justice, for further compensation if you had given the land up?—No, certainly not; I should not claim compensation in that case; the landlords are very particular about that; we have generally in our leases a forfeiture of 50 *l.* an acre if we break it up; that is what I complain of.

4275. Would not it be fair that an increased rent should be charged upon broken-up land?—Yes, certainly; at least 10 per cent. more rent the landlord ought to have.

4276. Would you take any part of that increased rent as compensation after you had reaped the full benefit of your improvements, and received back your capital and return for your outlay; should you advocate a law like that?—No.

4277. Then after two years, in that case, the tenant would be repaid his money?—Yes, the outlay is not greater than common cultivation; I contend it is cheaper.

4278. You drained that land?—Except the drainage; I leave the drainage out; that ought to be paid for; but for the simple conversion of the land from pasture to arable, nothing ought to be paid.

4279. You drained this land, you say?—Yes.

4280. After the expiration of two years, you say you were fully compensated?—Yes.

4281. For drainage?—Not for drainage.

4282. How long did it take, then, to compensate for the whole expense?—I think I had it all out of the first crop of wheat.

4283. Drainage and all?—No.

4284. How long was it before you were compensated for drainage?—I should consider I was paid for drainage and all now, if I were to rent the farm.

4285. After how long?—It has been eight years in cultivation.

4286. Would you not have been repaid the expenditure of drainage by the rapid succession of four crops in less than eight years?—Yes; but the green crops are some expense; that must be taken out.

4287. The question refers to the four crops?—It takes two years to grow a crop of wheat; the green crops are expensive crops to grow.

4288. But you had four crops of wheat in the eight years?—Yes.

4289. The land would not have produced those crops till you drained it?—No.

4290. Do you think that those four crops of wheat did repay the expense of drainage?—I would not say exactly four, or three, or seven; I cannot tell; my crops happened to be very good, and they did repay it.

4291. The four crops then did repay it?—Yes.

4292. Would it require the value of four crops of wheat to repay you the drainage?—No, I do not know that it would; but we got the four good crops.

4293. Would not two crops pay it?—Yes, I think they would.

4294. Then, from what you say it appears that the whole expense of drainage in such a case as you spoke of would be repaid by two good crops of wheat?—Yes, I drained it in a peculiar way; it was very strong clay, and came up to the surface. I dug a clay pit, and burnt 200 load in a heap with small coals. I had the drains dug out; it was ridged, and I put a drain in every furrow, and dug out to that, and got some small one-horse carts and filled it in.

4295. What is the expense per acre of that kind of drainage?—That would depend upon circumstances, where there ought to be a drain up every furrow.

4296. What was the expense per acre you tried?—I cannot say.

4297. Sir *J. Trollope.*] Did you put in a pipe?—No, merely filled it in in the way I have said.

4298. Did you not throw your ridges down?—It has never been horse-ploughed yet.

4299. You do not want to remove the surface soil to the top?—No.

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4300. You purchased this land ?—Yes.

4301. Supposing yourself to be a tenant of a quantity of this poor grass land, do you think the law ought to entitle you to break it up without the landlord's consent ?—It would be a strong measure, but I say it would be a very great advantage to the landlord, the tenant, and the community.

4302. Would the landlord be, in such cases, perfectly certain that his land was not deteriorated ?—Yes ; if he laid a proper restriction upon the cultivation.

4303. You would not allow a tenant, if you were a landlord or agent, to break up pasture lands without special agreement ?—No.

4304. You would not allow him to do it without consent ?—No.

4305. Your first position was, that a tenant ought to have liberty to break it up ?—Yes.

4306. Is not it necessary to get the landlord's consent ?—Yes.

4307. Who should put up the buildings if there were 1,000 acres of poor grass land, and you should have power to take that land and break it up ; it would require different buildings ?—Yes.

4308. Who is to put those buildings up ?—If you would give me a lease of 21 years I would put them up.

4309. Would that be a hardship at the end not to be repaid ?—No.

4310. And you would be bound to hand them over in a good state of repair ?—Yes.

4311. Would not the actual fee-simple of the estate be actually deteriorated in many cases if it was left to the tenants to do as they pleased ?—Yes, if they cultivated it as they liked.

4312. Yours is not a very highly cultivated district ?—Yes, it is improving.

4313. Would it be safe for the Legislature to make a provision to interfere with the general arrangements between landlords and tenants ?—I cannot say as to that ; but it is so advantageous a thing that I cannot see any harm in it under proper restrictions.

4314. Will you state the course of your own cultivation ; do you turn the sod first with a breast plough ?—Yes.

4315. Do you burn that sod ?—Yes.

4316. And spread the ashes on the soil ?—Yes ; then breast plough it again, and plant the turnips, if I can get it up early enough.

4317. Is this land sufficiently dry to enable you to eat those turnips off ?—Yes.

4318. With sheep ?—Yes ; the land that is breast ploughed is never too dry nor too wet.

4319. What is the cost of turning the turf, per acre ?—The first I gave 14*s.* an acre.

4320. And then the second breast plough ?—Six shillings.

4321. Then you do it for 20*s.* an acre ?—Yes.

4322. Does that include the heaping and spreading ?—Yes.

4323. You take a very thin skin off the land ?—Yes.

4324. What amount of ashes per acre do you put on ?—That depends upon the turf ; if it is good turf it will produce more than a middling turf.

4325. You then take, after the turnips, and sow it with wheat ?—Yes ; and I sow Italian rye-grass among the wheat the next spring, and mow it for hay, breast plough, and burn the stubbs and plant turnips ; then comes wheat again.

4326. That is, the year when you take two green crops ?—Yes ; it comes wheat every alternate year.

4327. How long will it stand that rotation ?—As long as I can get five quarters to the acre it shall stand.

4328. What manure do you put in ?—None ; I fold and eat the turnips off ; I mow the rye grass ; the sheep eat all that is grown upon it, and corn with the turnips.

4329. You fold the turnips ?—Yes.

4330. That is sufficient manure ?—Yes, with corn.

4331. And then you have four crops of wheat ?—Yes.

4332. Is the fourth crop as good as the first ?—Yes.

4333. The first crop may perhaps be affected by the wire-worm ?—I get it to do very well even at first.

4334. And the fourth rotation is as good as the first ?—Yes.

4335. Do you intend to go on with that ?—Yes.

4336. In fact without expense?—I may give it a few bushels of bone dust.

4337. You say that land was worth 15 *s.* before its conversion; what would you value it now at?—Forty shillings an acre; there is no land producing so much money.

4338. *Chairman.*] How do you manage about couch?—There is never any couch in old turf, and I take care to get none in; nothing keeps it so clean as the breast plough. If I had a bit of foul land that had been cultivated to the depth of five or six inches, I should clean it with the breast plough first, and then fetch up the deeper soil.

4339. Do you only give it one breast plough after turnips?—Sometimes two; we breast plough it after the turnips in March; it sometimes gets trodden down; that is done at 4 *s.* 6 *d.* an acre.

4340. That is 9 *s.* an acre to prepare it for wheat?—Yes.

4341. Do you get a sufficient depth of mould?—Yes; I dibble it.

4342. Do you get mould enough to drill?—Yes.

4343. Mr. *Moody.*] What do the men earn?—One shillings and sixpence or 2 *s.*, if they have a full day; they do it very fast.

4344. Would tenants, unless under special agreements, be liable for dilapidations of buildings?—Not unless under special agreements, if it is not mentioned in the lease.

4345. The person who had to suffer under those hardships, spoke of just now, in fact, merely took off the liabilities of the life tenant?—Yes.

4346. You would not ask for protection to the tenant generally, merely upon that case?—No.

4347. *Chairman.*] You say that there is a general wish amongst farmers for protection for the outlay of their capital?—Yes, certainly there is.

4348. You also say that it would be a great advantage to the in-coming tenant?—Yes; it is much better for a man to have to pay for an improvement than have to wait to make it himself; then the land is fit to go to work upon.

4349. In your opinion, the tenant would lose more money than he would have to pay, if he were to have very poor crops whilst he was getting the land into condition?—Yes, he would have to make an outlay in either case; but in the one case the land would be ready to bear the crop.

4350. Mr. *Henley.*] Have you considered who the payment is to be made by?—The in-coming tenant.

4351. In your judgment, the remedy should be against the incoming-tenant?—Yes; only for manure.

4352. Supposing land not taken, against whom would you go then?—The landlord; he has the benefit of it in his hand.

4353. Supposing the landlord is not to be found, what would you go against then?—If there is no one to be found, I could not tell where to go.

4354. *Chairman.*] Could you not find the land?—No; I would not have a lien upon it.

4355. Have you considered the question, where the landlords or tenants are not to be got at, whether you would give a remedy against the land?—I do not see who you could go to, if there was neither landlord nor tenant.

Mr. *John Houghton*, called in; and Examined.

Mr. *J. Houghton.*

4356. *Chairman.*] YOU are a Land Agent and also an Occupier of Land, residing near Sunning-hill, in Berkshire?—I am.

4357. What extent of land do you occupy yourself?—4,000 acres.

4358. In what parts of England?—In Sussex, in Berkshire, in Middlesex, in Buckinghamshire, in Surrey, and in Suffolk.

4359. Have you much improved the land you occupy in Berkshire?—Yes, very much.

4360. In what state was it when you first took to it?—I farm in Berkshire one farm of my own, which I bought freehold property, which was part of Bagshot Heath; that was in a state of nature. I have expended very large sums of money upon it, and now I have made part of it bring good crops. Upon another farm I have in Berkshire, which is leasehold property under the college, which I have a beneficial interest in, there I pay a fine every seven years, and a very small reserve rent; that was also in a state of nature, or nearly so, when I took to it in the year 1830. What I complain of, and what I most certainly wish to call

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call the attention of the Committee to is this, the very great hardship we labour under, after going through that time, when our fine comes round at the end of the seven years, a very great increase is put upon our improvements; with regard to fines I have known a very great increase put upon them, and I think it a very hard case, because every shilling of the improvements have been made by the tenant. It is one of the greatest impediments to the improvement of agriculture that the whole of the college property and church leases are let out for a term of years on paying a fine every seven years. If you happen to break up your waste lands, or build a new house and premises, and lay out a large sum in making it a fit residence to live in, they come round at the end of the seven years, and make you pay an increase upon your own capital expended. That is the same with respect to improvements of land, they not having contributed one shilling towards those improvements; you have the beneficial interest, and if you do not choose to pay them what they think proper to ask they will not renew, and at the end of 14 years more you have to give up the whole concern. I think that if any arrangement could be made for some definite plan it would be a very great advantage. Taking, for instance, the average of the last three fines; if it could be made satisfactory, so that the fine shall not exceed the average of the last three fines, then it would give an immense benefit to the country at large. Now, for instance, I know a place very well where it is dean and chapter property; the parties who are the lessees would be glad to build better residences, but they cannot do so because of the uncertainty of the tenure. If they put up a new house, at the end of the seven years the surveyor would come round, and he would say, "Yes, when I was here last time it was an old tumble-down house, but I see put up a new one; we must have 2 or 2½ years according to what we now find."

4361. Sir *J. Trollope.*] Is that invariable with all college and all church property?—Yes, with all college and all church property. I do not mean that they all increase the fines, but if you look back you will always find that the increase is very considerable, some are very liberal.

4362. Is not it the fact that you can generally tell church property by the appearance of the buildings?—Yes; and that is the very reason why I wish to call the attention of the Committee to it. As to the land, they do not make the most of that; and as to the buildings, the tenant says, "I should be very glad to improve those buildings, but the time for my fine is coming round, and if I do improve the buildings my fine will be increased in proportion as the property is improved." It is proverbial that is the case; I found my place in the most ruinous state.

4363. You say in Berkshire you have a freehold property of your own?—Why build on a leasehold farm.

4364. Why did you build the residence upon the leasehold?—I bought my leasehold first, and then I bought my freehold.

4365. *Chairman.*] Will you tell the Committee what is the ordinary mode of giving up farms from the out-going to the in-coming tenant in Berkshire; is it much the same as in Buckinghamshire?—No; there are no two counties the same.

4366. Mr. *Newdegate.*] You were perfectly aware of the liability to the increase of the fine when you took this leasehold property?—Yes; I am now speaking generally; I say that it is one of the greatest clogs, not only with respect to the owners of property themselves, but to the lessees, because the church would be very glad themselves to do it; they say, "If we had the power, we would give you a better tenure." But there is another consideration, they are a moveable body. For instance, the man who at the end of one seven years is in possession of the fund arising from those fines moves off, and somebody else comes, and he says, "I know nothing at all about that."

4367. The disadvantage you are pointing out is the disadvantage of leasing property on the terms that the church and colleges now let their land?—I think that the plan of church leases should be put upon a different footing altogether.

4368. Sir *J. Trollope.*] You want a power of redemption?—Either a power of redemption or that the fine should be upon the average of a certain number of fines previously paid.

4369. Making it a fixed payment?—I would have it done as it is done in Ireland; it is done in Ireland, and it works very well indeed. I am connected with Ireland, and I have seen the working under the Ecclesiastical Bill.

4370. *Chairman.*] What is the usual time of entry upon land in your part of Berkshire?

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Berkshire?—I take the two counties of Surrey and Berkshire; a portion of my land is in Surrey, and a portion is in Berkshire.

4371. What, then, is the period of entry at your end of Berkshire?—Michaelmas.

4372. What has the in-coming tenant to pay for?—If I left my farm in Surrey I should be entitled to be paid for clover lays, but I should not be in Berkshire. Now, for instance, I should be entitled in Surrey to be paid for my half dressing, but I should not be in Berkshire.

4373. In Berkshire you are paid only for acts of husbandry?—Yes, I am paid only for acts of husbandry.

4374. To whom does the manure belong?—To the landlord.

4375. Are you entitled, as an out-going tenant, to compensation for any kind of improvements?—No, I am not, except under special agreement.

4376. Are those special agreements common?—No, they are not.

4377. The out-going tenant is not entitled to be paid for any drainage in Berkshire?—No.

4378. Is there much room for that in your part of Berkshire?—Yes.

4379. Do you know the district called the Forest?—Yes, I do.

4380. Extending from about Windsor to Reading, nearly?—Yes.

4381. Does a considerable portion of that district require drainage?—Very much.

4382. Are the crops very deficient, compared with what they would be if the land were well drained?—Yes, I think so.

4383. Is there not another mode of durable improvement by chalking in that district?—Yes.

4384. Is the chalk brought from a considerable distance there?—I fetch mine 10 or 12 miles.

4385. Is there any compensation awarded to the out-going tenant for that?—No.

4386. Do you know the expense per acre?—I consider that my chalking costs me 4 *l.* per acre, and from that to 5 *l.*

4387. Including that expensive hauling?—Yes.

4388. In a great part of the forest they are obliged to go a great distance for chalk, are they not?—I am speaking of sand land; if I was chalking what is termed the clay land of the forest, it would come to more, because a greater quantity of chalk would be required.

4389. Is that operation very beneficial both on the sand and clay land?—Yes; it is impossible to farm without you chalk or lime it; you can grow nothing without that.

4390. If all this cold clay land in the forest were drained and chalked, in your opinion would there be a very great increase of production?—Very great.

4391. Do you think a tenant from year to year can, as a prudent man of business, incur that risk himself without compensation?—Certainly not.

4392. Do you think the landlords generally have the means to pay for it out of their own pockets?—I should suppose that some could do it, and some could not. I will tell you presently of a plan that I was going to suggest, showing the way in which I think the difficulty is to be got over; I have turned my attention very much to this subject for these last few years, both as a land agent, as a land owner, and as a land occupier.

4393. In Surrey, what is the custom between the out-going and in-coming tenants?—As to the custom there, I should say that Surrey is the most expensive county in England; I do not think any out-going tenant could complain of Surrey; he is paid for his dressing, and half-dressing, and clover lay: the custom of Surrey as it is, is a very expensive county indeed for a man to take a farm in.

4394. Are you acquainted with Buckinghamshire?—Very well.

4395. Are the customs there different from those of Berkshire?—No; they are very similar.

4396. Is there any difference in those customs that it occurs to you to mention?—No, there is no difference that I know of in that respect, between Berkshire and Buckinghamshire.

4397. In what part of Buckinghamshire do you hold land?—Near Aylesbury.

4398. Do you know whether the chalk district of Buckinghamshire would be much benefited by the application of chalk to the surface soil?—No, I do not think the chalk district would; the clay district would; where the chalk is near the

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the surface I do not think it would be any benefit to that, but there are lands in Hampshire I know, and some parts of Berkshire, where the chalk is lower down, and the clay rests upon the chalk; there the best management you can adopt is to chalk it.

4399. Generally speaking, you mean there is chalk enough in the soil of the Buckinghamshire chalk hills?—Yes; on what I should call the chalk hills, taking the district about Wycombe.

4400. Going north of the chalk hills you get to heavy land?—Yes, there it wants chalking.

4401. Does it also want drainage?—Yes, very badly on the heavy lands.

4401*. Do you believe that if facility were given to tenants to carry out those improvements a considerable increase of employment of labourers would be the consequence?—No doubt of it, and I think it an extremely hard case that a tenant should not be allowed the same advantages as the tradespeople; if a tradesman puts up a building, it is his own property; if a farmer puts up a barn or stable in order to carry on his trade, it must be left for the benefit of the landlord, and we have no claim upon it at all; it is a very hard case.

4402. Have you any other point to mention?—I will go into that question to which I just now referred. In Sussex you have the same difficulties to contend with as those I have been explaining in other counties; but in Lincolnshire you get allowances where I am connected a great deal; in Lincolnshire the tenants get allowances for their improvements. What I was going to suggest was this: first of all I will take the case of church property, where the tenant takes a rectory farm: the difficulty that the clergyman has there is, that he cannot give a lease, and you find that the buildings of the rector are generally in a very dilapidated state. There ought to be some power given to the rector of the parish; he can do it once after an inclosure; that is, he has the power of leasing for 21 years, with the consent of the bishop. That ought to be carried on, not only for the first time after an inclosure, but it ought to be carried on in the same way for ever, because it is absolutely necessary. Take, for instance, a clergyman; I will suppose him to be a most excellent man, but he is taken off suddenly by death, and the tenant has no power whatever. As soon as the breath is out of his body, whatever may happen, in comes the next incumbent; and the whole of the tenancy being put an end to, he comes in the next day, and takes possession of that land; there is no time given, whatever the tenant may have done upon the land, as soon as the breath is out of the incumbent's body the next incumbent comes and takes possession of that land, and with that land he takes the possession of all the improvements the tenant may have made. I think it is an extremely hard case; and I have had cases that have come to my knowledge that I have felt very much. A tenant has said, "I had no idea our rector would have died so suddenly, and I am now completely at the mercy of the next man." I know a case at this moment where a man has improved his farm, the rector is just dead, and there is a new incumbent appointed; and the increase in the rent is between 30 and 40 per cent.

4403. Sir *J. Trollope.*] What remedy would you point out?—I would recommend that the incumbent should have the power of leasing, with the consent of the bishop, for 21 years, the same as under an inclosure.

4404. In that case would you permit the fine being taken as in the case of colleges?—No.

4405. You have stated, from your knowledge of the county of Surrey, that it is a very expensive one to make an entry upon?—Yes.

4406. From the extent of the valuation?—They have to pay for the clover lay; I have known 50 *s.* an acre charged.

4407. Upon what principle is that clover lay valued?—They consider a clover lay a preparation for wheat.

4408. Do they pay the year's rent of the land in addition to the value of the seeds and labour?—No; it is what they call the clover lay, and it is valued; they call it the preparation of the wheat.

4409. In fact, all manures are allowed for, then?—Yes.

4410. Upon what principle is oil-cake allowed for?—I do not think oil-cake would apply to that county; it is principally London manure.

4411. Is that calculated by the number of tons or loads brought down?—They calculate it according to that.

4412. Have you found, in your experience as a land agent and occupier in that county, that that has encumbered the tenant and made him short of capital for cultivation, having to pay so largely on entry?—I have heard that.

4413. Have you heard that it cripples the means of the in-coming tenant paying so largely for the entry?—Yes.

4414. Is that sum of money invariably paid from tenant to tenant, or does the landlord become responsible in any way?—No, it is from tenant to tenant.

4415. Does it tend to deteriorate the value of land; for instance, does this heavy tenant-right cause the land to be let lower?—Yes; there are not so many people who can take them.

4416. No Act of Parliament is required there?—It is the custom they have.

4417. In the other four counties, Sussex, Berks, Middlesex, and Bucks, are there are not various customs existing?—Yes, various.

4418. And some places are very much inferior to others in point of allowance?—Yes, Middlesex.

4419. Is it there unsatisfactory to the tenants?—I should say they are.

4420. In Middlesex, what is the tenant-right?—The produce is generally sold to the London market, and therefore the general rule is to bring a load of dung back for a load of straw.

4421. Suppose a tenant was going to leave, does not he sometimes sell his produce in London and omit to bring back the dung?—Yes.

4422. Are they leaseholders or tenants-at-will?—Both.

4423. Those that are tenants-at-will, do they hold under agreement?—Yes.

4424. And that is a portion of the agreement?—Sometimes it is, and sometimes it is not.

4425. Do you or do you not see any great difficulty in the Legislature framing any compulsory enactments to legalise all those very great varieties of tenant-right?—Yes, I see great difficulties in it, but I think there are very hard cases. I will name one now, of a man who three years ago took a large farm under a certain nobleman who, up to a certain period, stood exceedingly high as a landlord; the in-coming tenant, and not only him, but in a number of other instances, are so situated; those estates are to be sold, and that tenant came to me the other day and said, "Now, what a pretty state I am in; I took this farm of mine only three years ago; I have laid out half my capital upon it; I knew that I had such a good landlord, and now these estates are coming into the market, and I shall lose the whole of it." That is a hard case. And I could point out to the Committee many other cases similarly situated; and I think, for instance, where a man has only a life interest in the estate, such a condition of things ought to be provided for. For myself, I tell the Committee, very candidly, I farm very largely, but I never farm without leases; I might as well expect to fly without wings as to farm without lease. I have all the land I occupy under long leases, and therefore I take care, so far as I am concerned individually myself, that I have security for all the improvements I make. But I have had those cases under my notice, and I do not know when I ever felt more, for that man had been the great stay of the parish in employing the whole of the labourers in draining, ditching, and fencing, and now that estate is in the market, and he cannot recover one shilling.

4426. It is not a certainty that he will be dismissed?—One thing is quite certain, that the farm looks so different to what it did when I saw it in its unimproved state, that whoever is the purchaser I am satisfied will think the rent too little. In fact, some measure must be adopted as to what should be paid for, and what should not. At the same time it would be impossible to say that whatever the tenant chose to do upon the farm when he left that farm should necessarily be paid for, because, whatever improvements he might call improvements, it would be quite another question whether another man might call them improvements. I consider, however, that some measure of this description ought to be framed, and that is the only way in which you can meet the difficulty. Supposing, for instance, that I am a tenant from year to year upon a farm, and I want to carry out certain improvements, that I should be bound to send to my landlord a written statement of what I am going to do. I should then give him notice that such and such fields required such a sum of money in drainage; and that I required such and such sums for so and so, going through the whole of the improvements; and then if he did not choose to make those improvements and charge me a per-centage upon the rental, I ought to have the power of doing them under some superintendence which might be appointed. I have thought of different tribunals that that should be decided by; for instance, if I gave my landlord

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lord notice that I required such and such things to be done, the Board of Guardians, I have thought, would be a very good tribunal to sign this document, stating that they should be done; then I ought to have a lien, or what I call a first charge upon the land; and it should run it off gradually year by year till the whole amount had been paid to me again; that is one way in which that difficulty might be met.

4427. Would you give the landlord the power of assenting or dissenting?—Of course I would.

4428. You would give him notice?—Yes, I would give him notice.

4429. Would you give him the power to withhold his assent?—Yes; and suppose he did not, then this tribunal of which I am speaking should be allowed to say whether it should be done or not. Now, with respect to the breaking up of grass land it would be impossible sufficiently to express how strongly I feel upon the necessity of having the inferior grass lands of this country broken up; but it is impossible to make any enactment to say they shall be or shall not be broken up; it must be left to the individual interests of the owners of that particular property. You cannot say to a man you shall break this up, or you shall sow this down; that is impossible.

4430. You state that you farm entirely under leases; are there conditions of management in those leases?—Yes.

4431. Would not such an Act as you now wish to bring in supersede all leases, and break every lease in the kingdom?—No; I think there should be some such tribunal as that I speak of; whether that would be the proper one, or not, I cannot say.

4432. By referring to a tribunal of any sort, matters between yourself and your landlord, would not you be taking it out of the landlord's power to give his assent or dissent; would you not create a tribunal which would decide upon the expenditure of capital upon a person's property?—You would create a tribunal of that description; but still I hold this opinion, that you may be acting in dog-in-the-manger fashion, to make use of that phrase, and I say, if he will not give his consent to make the improvement himself, nor any one else make it, the Legislature should say, "We cannot allow this land to be in a state of unproductiveness; we must have some tribunal to decide whether the proposed outlay will be proper or not."

4433. Would not it be fair to extend that tribunal to other matters besides land, as it regards the employment of capital in any other business?—No.

4434. Is it right to set up a tribunal in judgment upon the mode in which the landowner shall deal with his property, and not extend it to mercantile affairs as well?—I do not think you can bring any business into the comparison that is precisely similar to land.

4435. People might think that a timber merchant, or a coal merchant, did not do the best with his capital; would you like any tribunal to interfere with him?—No.

4436. Is not the landlord in the same category?—Yes; but the landlord would be in this position: I take it that a great many of the landowners in England would be glad to have the improvement made and to adopt the plan I have been suggesting; they would have no sort of objection if they had the power of giving a man notice; and that notice has nothing at all unreasonable in it, because, for instance, I say you merely appoint a tribunal to decide whether it shall be done or not. If you go and look in districts that I know of, and which I have too often seen, there the buildings are all tumbling down, and the land has no drainage going on, and there is no improvement in agriculture going on there; and then, if you ask the tenant why that is, he says, "I am only tenant from year to year; my landlord will not do anything, and I cannot."

4437. You say you have a general knowledge of most parts of England, and you alluded particularly to Lincolnshire, where you say great improvements have gone on, and where tenant-right exists?—Yes.

4438. Do you know of any compulsory law to make the landlords improve their property there?—No.

4439. Have they not been doing it in the voluntary endeavour to do the most they could for the advantage of the community and for their own advantage?—Yes, I have known Lincolnshire well; every individual parish.

4440. You recollect the rabbit warrens on the heath?—Yes.

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4441. Have not the improvements that have been effected been made by the mutual arrangements of the landlords and the tenants?—Yes.

4442. Is not a similar improvement of land going on steadily and satisfactorily all over England?—I have seen great improvements made in the last 25 years.

4443. And the county of Lincoln has set an eminent example?—Yes, certainly.

4444. Do you know whether in that county, where the landowners have done so much, they particularly object to any interference by the Legislature in their private affairs in the management of their estates?—Yes; the landlowners are there very liberal; there is no such county for landlords and tenants.

4445. Did you hear that they had protested against the Bill brought in by the Honourable Chairman of this Committee last year?—I saw it in the paper.

4446. And you are well aware that in that county a very liberal tenant-right exists upon the voluntary principle?—Yes; upon the voluntary principle.

4447. Of mutual arrangements?—Yes.

4448. Do you wish to make that a statutory proceeding throughout the land?—I am now only speaking to this: I want the exception to the rule. As to the instances that I have been pointing out upon a certain nobleman's estate, there very great distress will arise. I have known also in Lincolnshire, where land has been sold, and the parties who have improved that land have not had the opportunity of reaping the benefits of their improvements.

4449. Then you would carry over the contract between the landlord and tenant, when it is out of the power of the landlord who sells the estate to fulfil his portion of the conditions?—I think so; but suppose a landlord to sell his estate, as I have known to be the case, at a very great increase in price, from the improved state of the tenancy, the tenant then ought to have the power of giving them notice from time to time of what he is going to do; and then, when the landlord has decided whether he would accept such improvement or not, the tenant should have the power of going to some tribunal; because I wish distinctly to be understood, the landlord will then have the power of giving the tenant notice to quit; he might say he did not agree to the plans, and would not carry them any farther. Where there was any gentleman or nobleman who had only a life interest in the estate, and in the cases of other estates subject to life interests, some sort of security to the tenant is required.

4450. If you understand the legal part of the question, you will see that that would enable a person to bind his successor, a power which the law does not give him?—Yes, exactly; and as I have said, a great deal of good would be done in this country if a measure of that description could be passed. I know, and I find it from experience, that landowners have regretted that they have not had the power; they have said, "I have only a life interest in this property, and I have no money; I should be glad to do something if I could for you, but I cannot;" therefore the Legislature should step in to give the tenant the power of carrying these improvements out. I had a case the other day, it was that of an old lady of 75. The case is exactly similar to the one I have mentioned: the tenant said, "I have no power whatever to do anything; as soon as the breath has gone out of the old lady the property goes into an entirely different channel; I cannot do it, and she will not do it: I cannot lie dry in my bed." And as to the rest of his premises also they were in a state of dilapidation; they were actually tumbling down. Those are instances where I think the plan that I have suggested would work; and it is the same with the buildings. I very frequently go into a district, and I see that the buildings are all in a state of dilapidation. I had a case the other day: I was looking over the estate of an old lady, who has died since, at the age of 88, and as to the buildings I never saw such a scene; the tenants said, "We cannot do anything, and she will not;" and the thing went on until it was a sort of wreck altogether. Supposing this power had been sanctioned by the Legislature, all parties would have consented to do what was requisite; no one would have objected; the tenant would have given the notice, and the old lady would not have raised any objection to it, and the tribunal would have seen it was a beneficial outlay; they would merely have signed this notice to say it should have been done. I have thought, as I have said, that the Board of Guardians would be a very good tribunal for the district.

4451. Are not Boards of Guardians composed chiefly of tenant farmers?—No, there are ex-officio guardians.

4452. You are speaking simply of the rural districts?—But suppose a gentleman wished to object to it, and he brought evidence to say that those things he had received a notice for, appeared to him to be unnecessary, you would bring evidence to refute it, and it would be soon decided. I do not mean to say a Board of Guardians would be the best tribunal, but merely that I wish some such tribunal to be appointed.

4453. It is the best you can think of?—Yes, it is the best I can think of; because it is composed of men who know the district and know the neighbourhood.

4454. Would you also limit the power of landlords to raise their rents?—Certainly not.

4455. You would allow them to do that if they please?—Of course.

4456. Have not all tenant farmers the same privilege of taking leases as you have, if they like to do so, or of refusing to take the farm; that is, at the commencement of their tenancy cannot they state the terms upon which they will take the land?—Yes; but many men are not situated exactly as I am; for instance, I do not care whether I farm a farm or not; it is not of that importance to me; but a man who has agreed upon a farm, and who has only just the means of going on profitably, and which, perhaps, his father may have left him, he finds, when he comes into possession after his father's death, that from being a better educated man, he could do much better than his father had done if the law would allow him; but he comes to the place, and he sees that the landlord has only a life interest in it, and he says, "I would improve, but I cannot improve; I want the power of doing it, and I would do it if I were able to do it." I wish particularly to be understood to say, that I do not want any law except one which is based upon justice to both parties. But circumstances have occurred within my knowledge, showing that great hardships have existed, and there is no law now to prevent those hardships existing and going on; and the country remains still in a state of nature for the want of this law, for which I am now contending.

4457. Mr. *Henley*.] Your observations have principally had reference to parties who have life interests?—Yes, exactly so; and in fact to all parties. I am now taking extreme cases that I know of.

4458. But those are cases where the landlords have had only a life interest? —Yes.

4459. Can a landlord, with a fee-simple interest, willing to make a proper arrangement with the tenant, the tenant being willing to make such arrangement, do that for themselves?—Yes; but if that notice could be given by the tenant when he saw it requisite to give that notice, whether it was to a life tenant or a landlord in fee-simple, the landlord would then have the power in his own hands, because he could say to the tenant, "You shall not stop here any longer."

4460. Would you take from the landlord the power of giving notice to quit? —Certainly not; I merely say that if I, being the tenant of such and such property, give notice that such and such fields require such and such an outlay, and then state what it is for; for chalking, or drainage, or whatever it may be; the landlord should then have the power, after the receipt of that notice, to say, "I shall not entertain it; I shall give you notice to quit." That would put an end to the matter. Or it might be that he would say, "I will send over my agent, and we will agree to it;" or he might say, "I will refer it to this tribunal." That notice should go to say, that on bone dust four years should be allowed, if the landlord pleased to take it at four years; that is the principle upon which I would legislate.

4461. Then of course, if you would not deprive the landlord of the power of giving notice to quit, the thing would result in an agreement between the landlord and the tenant; because if the landlord was not willing to go further, he would give notice to the tenant?—I do not see that, quite.

4462. Would it not be so if the landlord chose to take that course?—Yes; he would have the power of putting a veto upon it if he pleased.

4463. So that any tribunal could not come into action without the consent of the landlord?—It could not come into operation without the consent of the landlord; he would have the power of putting his veto upon it.

4464. You were understood to say, that in your opinion, any legislation that might be made should not over-ride leases?—There are parties that cannot give leases.

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4465. But in the case of leases existing, should it over-ride the lease?—No.

4466. You would not interfere with a lease?—No.

4467. Would you interfere with any agreement made on terms of holding year by year under a formal agreement?—Wherever they came under the plan I have been laying down, I would.

4468. Then in that case you would over-ride an agreement?—If it was only an agreement from year to year, and if those improvements which I have been pointing out were necessary to be carried out, the tenant should then give notice, and the landlord could put an end to that agreement, if that be an over-riding of the agreement. The measure that I am now advocating would be beneficial to every party; because, supposing circumstances to press very heavily, say where the property was in Chancery, or in the hands of life tenants, or in the hands of noblemen who have not the means of making those improvements, but who would be glad to have it done; those are such cases as those that I have now been pointing out.

4469. Then if you are correctly understood, what is most wanted is to put life tenants into that position, that they would be able to give the same security to their occupying tenants as the fee-simple owner of the land can?—I think the fee-simple owner too should be dealt with by the plan I am stating; because no hardship could arise to the owner of the fee-simple, any more than in the case of the life tenant.

4470. If you make a law that a fee simple owner can defeat by giving the tenant notice to quit, is not that holding out a delusion to the tenant?—I could point out plenty of landlords who would be glad to say, "I have no money, but if you can tell me how it can be done I shall be glad to make it secure to you."

4471. Why cannot they do it now; there is nothing to hinder the owner of the fee-simple from doing that?—Of course it might be done.

4472. There is no impediment at all in the case of the fee simple, is there, that you know of?—No; but still I am speaking more as to where tenants for life are concerned.

4473. And the question asked you is, whether it would answer the purpose to give the tenant for life the same power of dealing with it that the tenant in fee-simple has?—I would take it more extended.

4474. Why would you do so?—I will state my reason; I say that already a great many of the occupancies throughout the country are in the hands of tenants in fee-simple; there are many who would say: "I do not want to go into this, but if you can show me that it is reasonable, I have no objection to it; let it be done." The landlord would then feel that the tenant could serve him with a notice as a life tenant, and he would say, "I know the power I have; I can either accept it or reject it." I know that many landlords who are the tenants in fee, not having the money, would be glad to see the thing carried out.

4475. Then if you put a tenant for life in the same position as the tenant in fee, it would do all that you want?—That would not do it altogether; because, as it now stands, the landlord, who is the tenant in fee, would require to have some tribunal that he could know whether those improvements, for which he had received notice in writing to be done, were proper to be done.

4476. Is not the landlord as competent to select proper parties as any tribunal you could propose?—Of course that might be the case; but I know there are large districts of country where the landlords are abroad, and it is not dealt with at all.

4477. Would not the result of getting such a tribunal, with a power on the part of the landlord to impede its action by giving notice, be to lead to an extensive giving of notices to quit, and by that means prevent the tenant going on with both his improvements and his cultivation?—No, I think not; because the landlord would not feel it imperative upon him to turn out his tenant.

4478. Then it would stop the improvement?—Of course it would.

4479. Then would not the more simple mode be at once to let the two men agree to carry it or not, as they liked?—I have pointed out instances, particularly under public bodies, and with tenants for life, where there is not the power of carrying it out.

4480. Confine yourself to the case of the fee-simple, if you please; would not it be better in a case of fee-simple landlord that the tenant and landlord should agree without this expensive machinery being called in between them?—I do not think so.

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4481. Do you think that either landlords or tenants would be better pleased to refer the covenants of the holding to the tribunal you propose?—It would not be the covenant of holding.

4482. It is a covenant; the landlord and the tenant have to refer the rent he is to pay to the Board of Guardians rather than settle it themselves?—It is not the rent, that has nothing at all to do with it; I am confining myself strictly to what I term permanent improvements upon the land and buildings.

4483. Confining yourself then to permanent improvements, can you inform the Committee whether, in your opinion, the landlord and the tenant could not better agree upon these permanent improvements between themselves, both having full power to deal with the question, than by going to a Board of Guardians or to any other tribunal to settle it between them?—Of course it might be done.

4484. Do you not think, that in the ordinary transactions of life, men like better to make their own bargains than to have a public body to make the bargains between them?—Yes, I do; but I do consider the plan I have laid down will be the best; it may be termed a bargain or anything else; it is only to ascertain whether certain things are proper to be done, which things are stated in the notice, also the length of time those improvements are to be paid for, or that the improvements are to run off in a certain number of years.

4485. Then if that tenancy determines, should the in-coming tenant or the landlord pay that?—It should be a first charge upon the land.

4486. How would it be recoverable?—I would put them into possession of the land until it was paid.

4487. Is the man who remains in possession of the land to cultivate it?—Yes; I should say he should retain the possession until the money was paid.

4488. B. retaining possession of the land, is he to cultivate it?—I should have no objection to that.

4489. To whom or to what tribunal is he to account if he is to cultivate the land?—The same as a mortgagee in possession.

4490. The mortgagee accounts to the Court of Chancery, does he not?—Or the party he forecloses the mortgage with.

4491. Is it desirable to give that remedy to the out-going tenant, that he should continue in the possession of the land and account to the Court of Chancery?—That question supposes an extreme case. I do not mean to say it is impossible that it can occur, because such a thing might occur, although I do not suppose it would; but I would give him precisely the same power as a mortgagee in possession.

4492. That is, to account through the Court of Chancery?—I do not know how you account. That is not always necessary. In great numbers of cases the mortgagee forecloses and gets the money, and the thing is settled without going to the Court of Chancery at all. After this notice had been served, and it had been stated that those improvements were necessary, I would give to the party who had advanced this money precisely the same power as is given to a mortgagee in possession.

4493. Would you give that in the first instance or in the last instance against the in-coming tenant?—Supposing the land to be let, of course the in-coming tenant should pay it.

4494. You would give it, in the first instance, against the in-coming tenant?—Yes; and supposing there to be no in-coming tenant, then the landlord, and if there were no landlord, then the land.

4495. Then, in the first instance, the Committee are to understand that there should be a lien upon the land; that you would take the in-coming tenant first, failing him the landlord, and failing him the land?—Yes.

4496. Then upon what principle should the valuation be made; upon the principle of the capital expended, or the benefit to the in-coming tenant?—I would advise a plan that should be bound to state, in each particular, what is required to be done; supposing, for instance, I was chalking a particular field, that I should be bound to state the quantity of chalk that I intended to put on, and the price; that I should then state, if drainage was wanted, the quantity of drainage I intended to do; and, if it was the case of buildings, the quantity of building I intended to do; that that should be all vouched for and signed; and then, if you take the tribunal, the Board of Guardians, or whoever it may be, for those different outlays in chalking, building, and marling, and so on, those vouchers should be signed by the chairman of the Board, and that the charge should run off in a certain number of years; for chalking, say 10 years.

4497. Then your opinion is that all those matters should be previously arranged? —Previously arranged before any outlay is attempted at all; it should be arranged and signed that it is to be done, and then, before it is finally signed, it is to be stated that it is actually done.

4498. Then you would say, not only that the thing is to be done, but that the terms and conditions upon which it is to be done should be previously arranged? —Yes.

4499. Will it be safe to leave it to be done at any indefinite time afterwards? —I should have the particular time stated.

4500. In your judgment would it be safe, instead of ascertaining all this before it is done, to leave it to be settled at the end of seven or eight years, at the termination of the tenancy?—No; I should have the notice served, and have a certain time to commence the work; and then, when it was done, it would commence to run off.

4501. Would it, in your opinion, be safe to let expensive improvements of this kind take place, the value to be paid for them to be ascertained only at the termination of the tenancy?—The value to be paid would be ascertained before.

4502. Would it be safe to leave the value to be ascertained in your judgment at the end of the tenancy?—No, certainly not; what I contend for is this, that it would be very unfair for a tenant upon a farm to have the power of going on with what he considered or might call improvements, but which the next occupant might not consider to be so; therefore, either the landlord or the tenant should know precisely what amount he is to be liable for, and that when they are carried out he should know exactly the nature of those improvements.

4503. You were asked whether in your judgment your plan would be a safe one, to leave it all to be ascertained and settled at the end of the tenancy?—No, I do not think it would; it would open a door for constant litigation and quarrelling; because, for instance, if the thing were not ascertained and settled the tenant might say, I have done this and the other, and nobody would know what he had done, because you could not get at it afterwards; it would be a very unfair plan of proceeding to allow a tenant to go on spending money, the landlord not knowing what he was being made liable for.

4504. That would be so in your judgment?—Yes.

4505. You have stated that you think that agricultural buildings should be put upon the same footing as trade buildings?—Yes, I do certainly.

4506. That is, you would be satisfied with a power of removing the buildings on quitting the farm, unless the landlord thought it right to pay for them?—Yes, I would.

4507. That would be just, in your opinion?—Yes, I think it would be nothing but fair; I have always had the opinion that it is very unfair as it is.

4508. You have stated, with reference to the soil, what the custom is as to the clover lay; is there any difference made in that if it is mown or fed with sheep? —None whatever; they charge 50 *s.* if it is fed with sheep, and they charge folding besides.

4509. Then, in fact, it is not the same; there is an addition?—Of course they charge for penning.

4510. With reference to the outlay that you have spoken of, as being necessary on the farms, do you not think that that may be partly owing to want of capital as well as to want of security?—I think it is owing to the want of security in general. It will often be found, that if the landlord has not the money, the tenant has; but then he feels that he has got no security; that is the difficulty that we require to have met, and particularly with the very large property I have spoken of there will be considerable distress arise.

4511. Then it would be a great improvement, in your judgment, if agricultural buildings were put upon the same footing as trade buildings, and that persons having limited estates in land, of whatever nature, should have powers, the same as fee-simple landlords have, of giving reasonable security for improvements?—Yes; and I also think that this plan, if it could be adopted with respect to all, would be a very great improvement to the country at large; there is no question about that, I should say.

4512. You think there would be no risk, if such a plan were to be enacted, of raising ill feeling between landlords and tenants, by its inducing landlords to give general

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general notices to quit, in order to prevent the law being put in operation?—I think not; I should have no sort of objection to send to this Committee a form, which I have in my own mind, of the manner in which it should be done.

4513. Mr. *Newdegate.*] With reference to Middlesex, you have stated that a case has occurred in which a property is to be sold, and a tenant is likely to lose his capital?—Yes.

4514. And to secure parties so situated, you would in such cases refer the compensation between the landlord and tenant to a tribunal?—Yes, I would.

4515. And you state that that is justified by its being so great an object to have the land improved?—Yes. This was not in Middlesex; it was an estate in another county.

4516. You are aware that in Middlesex there is a great quantity of building land?—Yes.

4517. You are also aware that there is very great want of accommodation for the poor of this metropolis?—Yes, very great.

4518. Would not it be fair to apply the principle of referring that case to a tribunal, namely, the possession of certain lands, and the desirability of building upon them for the accommodation of the poor; and if it were just to compel the landlord either to improve his farm or to pay compensation for improvements, would not it be just, in the case of this building land, either to compel the owner of it to build, or to compensate the builder for providing for the poor?—No, I think you could not carry that out; I quite agree with the question, so far as the abstract principle goes, that houses for the poor are very necessary in the metropolis; but that is not a case in point, that you shall refer to a tribunal the propriety of land being given up for the erection of those houses.

4519. How do you justify the referring of improvement of agricultural land to any tribunal?—Take a party in possession of the land, for instance; I will suppose a case; suppose a party in possession of a farm, and he sees that he could make much more of that farm if he had security for the money that he was going to expend. He says, "I cannot get it done; in the first place, my landlord is one of the best of men, but has no money; I have the money, and if I had the means of applying that money to the land I should be a richer man, and the poor would be employed, and my landlord would be no worse off."

4520. Take the case of Lord's Cricket Ground; supposing the lessee of Lord's Cricket Ground in possession to make up his mind that it would be a great improvement that the property should be built upon for the accommodation of the poor; would it be just to refer that case to any tribunal which should have the power of deciding whether it were desirable that Lord's Cricket Ground should be built upon or not, and thereby bind the discretion of the owner of the property as to its application?—I do not think it is a case in point.

4521. Where do you see any difference. You stated that the parties in the case of the farming land are in occupation?—Yes.

4522. And the holder of Lord's Cricket Ground is in occupation?—Yes.

4523. There is no more urgent necessity than for housing the poor of this metropolis. If it is just to compel the landlord by some tribunal to consent to improvements and to incur liability for that purpose, how can it be unjust to compel the owner of Lord's Cricket Ground to compensate his tenant if it is decided by some such tribunal that buildings ought to be there built for the accommodation of the poor?—I do not consider that a similar case.

4524. Wherein lies the difference?—The owner of Lord's Cricket Ground might not choose to have the whole of the poor of London brought there. He would have the power, under my plan, of saying to the occupier of Lord's Cricket Ground, "You shall quit; I will not agree to that."

4525. Then, except the liability which the property might incur as to the additional rating you do not see any difference between the cases?—Yes, I do, a very great difference; but I say, supposing you do take the case, even then the owner of Lord's Cricket Ground could say: "Why I do not choose to have the whole of the poor sent here, and therefore I shall give you, Mr. Lord, notice to quit." I am supposing my plan to be carried out; then it would meet the difficulty supposed.

4526. In that case, except the liability to rating, the justice in the case of Lord's Cricket Ground would be as equal as in the case of a farm?—I would say yes, because the owner of Lord's Cricket Ground could say, "No;" when Mr Lord gave notice to the landlord of his intention to do that, he would have the power

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power of saying, "I will not have the poor of the metropolis there, and you must go away."

4527. You have no objection to constituting a tribunal?—There must be a notice given under my plan.

4528. And then you would see no injustice in constituting a tribunal?—Supposing the tenant and the landlord both agreed.

4529. To take the case of the poor; you must be aware that in many of the farms of England there is great difficulty arising from the labourers being so far distant from their work?—Yes, it is a very great misfortune.

4530. Would you give power to the tenants to build cottages upon land they held upon lease to house those labourers?—I think such would be a very beneficial measure.

4531. And to put the compensation for that outlay upon the same terms as compensation for other improvements?—I should be happy to see it done.

4532. And you would refer it to this tribunal?—I see no objection to that; it is a very excellent suggestion; I think that is the very first improvement that should be carried out in agricultural districts, providing good cottages for the poor, with certain portions of ground between them.

4533. Then that would complete the analogy between the cases, of Lord's Cricket Ground and the farm, so far as the principle is concerned?—Yes; I think that good cottages are very desirable; and I think it very desirable that every poor man should have a portion of land.

4534. That completes the analogy between the two cases upon the principle?—Yes.

4535. Do you think that the system of arbitration for the decision of cases arising under customs does not work well in Lincolnshire at present?—I think it works very well; I have never found it work otherwise.

4536. Is not that system preferable to a constitution of a tribunal of any kind for the purpose of judging between the parties?—But then I am speaking of those counties where it does not exist. I am willing to admit that Lincolnshire is an exception to the general rule.

4537. Would you have any objection to extending the practice of Lincolnshire, with reference to arbitration, to the counties where customs do not exist?—With respect to tenant right altogether?

4538. With respect to the establishment of any system that shall have the effect of tenant right?—You could not apply the Lincolnshire system to other counties, except you applied the same tenant right; different counties require different management.

4539. Why could not you apply the same system of arbitration for the decision of tenant right in any other country?—So we do; it is left to two parties to decide.

4540. Take Surrey, for instance; is not there a system there?—Yes.

4541. Do you find any objection to the working of that system?—No, I do not.

4542. Is not that system better than constituting a tribunal for the purpose?—If the tribunal that I now speak of does not meet the difficulties about which I am now speaking, it might be differently constituted. Supposing, for instance, the tenant for life dies, and the tenant has expended a large sum of money upon the land, there is no tribunal in existence to repay the man the money.

4543. The question had reference to a tribunal assessing compensation on the one hand and dilapidations on the other hand, as between the out-going tenant and the landlord, or the in-coming tenant, as the case may be; wherein does the system of arbitration fail in the county of Surrey?—You could not get compensation for drainage.

4544. Is that owing to the arbitrators not having drainage referred to them, or because they are incompetent to judge of that improvement?—Because drainage is not an act of husbandry in Surrey.

4545. It is not the fault of the arbitrator, but of the custom?—Yes; and the want of greater security for tenant right.

4546. You are of opinion that in other counties the same system would not operate if the custom was established?—You cannot apply one particular custom to every county.

4547. The same system of arbitration. Supposing you have established a custom

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tom in Surrey and Middlesex, why should not the same system of arbitration answer in Middlesex that answers in Surrey?—It would.

4548. And if you were to extend a good custom, say a custom similar to that of Lincolnshire, or that which is most applicable to the different parts of the country throughout England, would not the system of arbitration suffice in all those cases?—Yes; but there are places, as I have stated, where there is no law at present to get it done; both parties are willing that it should be done, but they have not the means of doing it.

4549. Supposing that throughout England a custom was established such as that existing in Lincolnshire?—Then there would be law.

4550. Supposing that to be the case, where would be the difficulty in having compensation under it decided by arbitration?—I think, with respect to what has been said, that the difficulty would be in referring to arbitration, after the farm is let, the whole of the improvements I am speaking of; it might open the door to a great deal of quarrelling.

4551. Does that difficulty arise in Lincolnshire?—No, it does not.

4552. Why should it arise in other places?—Because, taking the tenant right of Lincolnshire, it is a good deal of it dry land on the wolds, and you can ascertain it better, and the buildings are frequently done by the landlord; but I am taking the other parts of the country where it is draining and fencing that is required, and building which I am now speaking of; because in Lincolnshire the buildings are done by the landlords in many instances, and by the tenant too.

4553. Are you aware that the wolds and heath do not form above one-third of the county of Lincolnshire, and that the remainder is flat land, needing drainage?—A great deal of the land that is not on the wolds does not need drainage.

4554. You are not aware that drainage has been practised there extensively?—I know nearly every parish in Lincolnshire.

4554*. Do you know the district extending from Gainsborough on the one side, to Horncastle on the other?—Yes.

4555. And bounded by wolds on the one side, and heath on the other?—Yes, a very wide district.

4556. Do you know that that has been extensively drained under the custom?—Yes, by the landlord finding the tiles; I have known myself, in Lincolnshire, where difficulties have occurred from the want of the means which I have stated.

4557. Would you then, in Lincolnshire, supersede the practice of referring questions of difference under the custom to the arbitrator?—No, I would not interfere in that; but the plan that I am suggesting would refer particularly to this estate that I spoke of, which was in Lincolnshire, where the lady was old and could not do anything because she had a life interest. I will take Lincolnshire itself, that was the very place where the tenant could not improve the land.

4558. That is not the point that the question referred to; the question was referring to this: you have admitted that all the wet district in Lincolnshire has more or less been drained, and compensation has been recovered under the custom?—Yes.

4559. You state that the circumstances that have arisen under that custom have been referred to arbitration; that they have been decided satisfactorily to both parties, and you are now asked whether you would break up that system of arbitration in Lincolnshire?—No; and nothing that I have said to-day is at all wishing to break up the custom that is there established; but what I contend for is, that in Lincolnshire the custom does not go so far as what I am now speaking of; I am supposing a tenant for life, or a tenant under public bodies.

4560. You mean, it does not go to the laws of real property?—No.

4561. You have stated that the system and custom on reference to arbitration works well in Lincolnshire, and you would not disturb it. The question then is, if customs extended throughout the whole of the country, whether the system of arbitration could not operate as well throughout the country as in Lincolnshire?—You must understand that what is custom in one county is not custom in another.

4562. Supposing the custom established?—Then it is a law, if it is the universal custom.

4563. And if it were the universal custom, and therefore, as you say, the law, what objection have you to the system of arbitration that prevails in Lincolnshire?—It does not go far enough; it does not always meet the difficulty.

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4564. Your objection is not in any failure of the system, so far as it exists in Lincolnshire, but that you think it does not go far enough?—Yes.

4565. Mr. *Henley.*] Do you know when the origin of the custom of Surrey was?—No; I once had to take a farm in Surrey, and I know it required a very expensive outlay.

4566. *Chairman.*] The payments in Surrey are not for acts of improvement?—No, acts of husbandry.

4567. You have been asked about the power of fee-simple landlords and tenants to make agreements for themselves; are you aware whether a fee-simple landlord, whose property is mortgaged, has the power of making an agreement if he is not supported by the custom of the country?—I think he could if he was in the possession.

4568. It being in evidence before this Committee, by a barrister, that he could not do so without the consent of the mortgagee, are you prepared to give an opinion adverse to that legal opinion?—I should say that it would depend very much upon what the terms of that mortgage were; if the mortgagee had the power of entering into possession, and if he should not enter into any agreement, he could not do it.

4569. Generally speaking, you are of opinion that land is tied up by family settlement, or by church holding, or encumbered by mortgages?—Yes.

4570. Do you think that the land that really is held in fee-simple without any incumbrance whatever is a very small portion of the land of the country?—Very small.

4571. And very inconsiderable?—Very inconsiderable.

4572. You have been asked about the building of cottages; is it your opinion that it is advantageous to tenants to have a few cottages for some of their labourers immediately contiguous to their farm-houses?—Certainly.

4573. And is it also an advantage to the labourers themselves?—Yes, certainly.

4574. Is it a disadvantage to the farmer to have non-resident carters and shepherds, who have to come some miles to work?—It is a decided disadvantage.

4575. Would it, then, be advantageous in any act of legislation to give power to tenants, with the consent of landlords, to put up dwellings for some of their labourers?—Yes.

4576. You think it would be decidedly advantageous to the farmer and to the labourers?—Yes.

4577. Mr. *Colvile.*] Would that be an advantageous measure without national settlement?—I am in favour of national poor-rate, and national settlement too.

Mr. *Thomas Owen,* called in; and Examined.

Mr. *Thomas Owen.*

4578. *Chairman.*] YOU are a Land Agent for some properties in the neighbourhood of Hungerford, in Berkshire?—Yes, I am.

4579. And to some extent you are an occupier of land?—Yes, I am.

4580. What is the custom of the county in that part of Berkshire, as between in-coming and out-going tenants; first, what is the time of entry?—Michaelmas is always the time of entry; there is no other time of quitting.

4581. What does the in-coming tenant pay for?—All acts of husbandry. It is various as to the in-coming; what the in-coming tenants are called upon to pay for; for instance, straw and hay, and all that, is taken to by valuation; many tenants are allowed to sell wheat straw, but the general principle is to take by valuation.

4582. The hay is taken to at a spending price?—Sometimes at a spending price, sometimes at a market price; in fact there is no standing custom at all; it is just a matter of old custom that the farms on the estates have been in the habit of going on upon; it is very various indeed in our county.

4583. To whom does the dung generally belong?—To the in-coming tenant always; I never knew the thing otherwise.

4584. That is, it belongs to the landlord?—The manure of the two last years we consider the in-coming tenant's property, provided the out-going tenant had it when he entered; that is usual generally.

4585. Is there any compensation for the purchase of artificial food or manure?—None whatever.

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4586. Nor for any more durable improvements of the land?—None whatever.

4587. Is not there a great deal of land in your neighbourhood, between the River Kennett and the hills, that would be the better for draining?—There is, which we call a stout clay, on the hills near the Kennett; there is some very stiff land, the clays, but our principal land is very kind, gravelly, dry soil; still there is a portion of almost every description of land in our county.

4588. You have another mode of improving the land, by chalking it?—Yes, we have; it is done very extensively, particularly on new broken ground; there has been a great deal of land grubbed, and it is always advisable, and it is recommended that that should be chalked; in fact, it is the first step towards the recovering of land.

4589. The chalk has to be hauled from some distance, has not it?—No, it is generally subsoil chalk; I have scarcely a piece of land on my farm, or on the estate I manage, but what I could find chalk under.

4590. You are rather confining your answer to your own immediate neighbourhood?—Yes, to my own immediate neighbourhood; there are many farms, I have no doubt, in Berkshire, where you could not find the subsoil chalk without going miles.

4591. Going to Woodhay, for instance, you have to haul the chalk a considerable distance?—Yes, but it is usual to find chalk in many parts of it.

4592. What is the expense of chalking per acre?—From 35*s.* to 50*s.*, where we can get it subsoil; I never paid for any chalking but what we could come at easily.

4593. That is the expense where you find it immediately under the land?—Yes.

4594. Does it make a very great improvement in the land?—Yes, it is a great preventive of wireworm, and many other insects; ours are very kind gravels, and on that gravelly land I have found the greatest benefit from it. I have had for years a number of bulb roots.

4595. Sir *J. Trollope.*] Have you had any turnips?—Yes; and the chalking is a very great security to those crops.

4596. Mr. *Colvile.*] It makes the straw hold up in wheat?—If you get your crop of turnips injured you get the following crop injured.

4597. Does the chalk prevent the straw from falling; that is, does it have the effect of making the straw stand for wheat?—If you overdo it, it perhaps would loosen the soil too much, and the straw might fall, that is, in doing it very heavily; our principal object is that of securing the turnip crop more than anything; we consider it a very great boon.

4598. *Chairman.*] That same practice of chalking is found beneficial upon the extensive range of hills to the south of Hungerford, going on into Hampshire?—Yes, but I do not think Hampshire is so much adapted to the chalking as many parts of the strong clay land; I think they are rather of the nature of chalky soils in Hampshire themselves.

4599. In your opinion, would it be desirable that the tenant should receive compensation for those various improvements that your attention has been called to?—There is no doubt of it; I think any security you could give the tenant for his outlay must give a stimulus to the improvements; the tenants would do a great deal more if they could be certain as to being repaid; every tenant who has capital I am convinced would outlay it.

4600. Would it be more likely, if the tenants had security for their outlay, that they would be better able, and more disposed, to give employment to the labourers in winter?—No question about it.

4601. The winter is the time when those improvements will be carried out?—Most of them.

4602. And that is a time when it is particularly desirable to find employment for the farm labourers?—Yes, decidedly.

4603. Have you any other suggestion to offer to the Committee?—No, I think not.

4604. Mr. *Henley.*] Your opinion is, that if the tenant had security he would lay out more money?—I am convinced that he would.

4605. Of course, if a landlord has a fee-simple interest in that estate he can give that security, if he chooses?—He could; but it is so seldom understood, I think, by many tenants, that the uncertainty of being repaid puts a stop to those improvements; whereas, if there was a law by which the tenant would be sure of being repaid for the outlay, there would be a very great deal more studied and done, both for the benefit of the landlord and the tenant, because I am convinced you cannot benefit the one party without benefiting the other.

4606. Should any law that should be made over-ride leases, in your opinion?—No, I should say, certainly; I should think it would be dangerous to do so.

4607. In your opinion, if any law be made, should landlords have the power to make agreements with their tenants not to come under it?—Yes, certainly.

4608. Then what would be the use of the law?—There is a difficulty, I can see, and have always seen it.

4609. You have not been able to see your way through that difficulty?—No; but I am convinced of this, that where landlords are not in a situation to make the improvements, there are so many cases where the tenant has the means, in point of capital, for making the improvements, that he could make them very much to his advantage, and very much to the landlord's advantage, because I consider that under the present system in our county of letting farms, they are what we call beggared out; there is not a farm that I have re-let but every tenant who has quitted that farm has taken everything out of it that he possibly could. If a system could be laid down where that never could be allowed to be done, and that any outlay that the tenant had made upon that property, whether they were improvements by building or manure, he should have the certainty of being repaid for them. I think the benefit would be immense, both to the landlord and the tenant, and the public.

4610. This being clearly, as you say, to the advantage of the landlord and the tenant, why should not they both agree to it?—It is not sufficiently studied; there are many landlords who will not even think of it.

4611. It would be a great step towards it, to enable persons of limited interests to do as much as landlords who have a fee-simple interest do now?—Yes, it would be; I think if the thing were to become a law, it would prevent the action of any such injurious system, and would lead to improvements that would be beneficial to all parties.

4612. You yourself state that you cannot see your way to make a law, so that persons who wish not to come under it could be dealt with?—I do see very great difficulty myself, inasmuch as it would be making a law to interfere with existing agreements and leases; still, if it could be done, it would be one of the most beneficial things that ever the Legislature took in hand.

4613. Supposing that not to be able to be done, it would be a great step in the right direction to enable persons having only life interests in land, or limited interests, to do that which persons can do, having a fee-simple interest in land?—Yes, it would, certainly.

4614. It would be a great step in the right direction to give tenants the privilege of removing any buildings that they might think necessary to put up?—Yes, it would; and I consider there are many properties that are let run to ruin entirely, because the tenant, if he does it, would do it at his own cost, at the risk of never being paid again for it; and, therefore, it goes on from time to time, and it is not done at all till the place tumbles down.

4615. There is a great dislike in most men to have their property interfered with by law?—Of course, there must be that feeling; no doubt there is; but I think they are very frequently in the wrong to allow of it. It would encourage a very great deal of outlay, if you could frame a law to prevent all those immense dilapidations, and it would prevent a very great deal of cost to the landlord all at once; the thing would be kept up regularly, whereas now it is let run to ruin, and it requires an immense outlay to replace it.

4616. Have you turned your attention to the point in what way the law should be made?—I have not; I am puzzled very much to suggest anything.

4617. You have considered the subject a good deal, have you?—I have thought that the benefit which would accrue would be immense if it could be made a law.

4618. Having so considered the question, you are not able to suggest anything to the Committee?—No; I would not venture to lay down anything.

4619. The subject itself is full of difficulty, is not it, in your mind?—I think, taking it upon the whole, it must find a difficulty, certainly.

Mr. *Edward Carter Hughes*, called in; and Examined.

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4620. *Chairman.*] YOU reside near Hythe, in Kent?—I do.

4621. Are you an occupier of land?—I am.

4622. To what extent?—I occupy between 400 acres and 500 acres.

4623. Have you any other occupation besides the cultivation of land?—None, but I do not live wholly by my farming.

4624. What is the custom between out-going and in-coming tenants in your part of the country; at what time is the entry?—At Michaelmas universally, except in case of decease; in case of the decease of the person in possession holding for life.

4625. Is the general holding from year to year?—The tenure is generally from year to year.

4626. What does the in-coming tenant pay for?—The manure is considered to be the property of the landlord; the feeding properties of the straw, and also that of the hay, are considered the property of the tenant, so that about two-thirds of the real value is the property of the tenant; that is what we call a feeding price.

4627. Does the in-coming tenant have the right of entry from Michaelmas for the cultivation of turnips or preparation for wheat?—Not without a previous agreement has been made to that effect with the out-going tenant; terms of agreement from year to year are entered into, which admit of the in-coming tenant entering to prepare for wheat previous to the determination of the late tenancy.

4628. Does the out-going tenant receive compensation for artificial food and artificial manure?—No.

4629. Are there any durable improvements that could be made in your neighbourhood, such as drainage or chalking?—Yes, they are frequently made, but entirely at the hazard of the tenant; there is no security of custom, or of anything else, without there is a private agreement entered into between the landlord and the tenant that compensation shall be allowed.

4630. Is there much room for drainage in your part of the world?—Very great.

4631. Is chalking an improvement applicable in your neighbourhood?—Yes, to a very considerable extent; all the stiff lands are very much benefited by chalking.

4632. What is the expense of chalking an acre of land?—It depends very much on locality and distance; we appreciate chalk highly. I should say in some instances it could be done at 4 *l.* an acre; under different circumstances it would be 6 *l.* or 7 *l.*; it depends upon the distance we have to draw it.

4633. Do those processes make a very great improvement in your land?—On a great deal of the land a very great improvement. I have heard of its being clearly seen 20 years afterwards.

4634. You are not very far from the chalk hills?—No.

4635. In some parts it is found that the soil lying upon the chalk is a benefit, in others it is not a benefit; how is that in your part of the county?—I do not occupy land upon a chalk subsoil; but I have heard of chalk doing good where the land has been stiff, and resting on a chalk subsoil.

4636. Do you think it is a hardship to the tenants to have no security for their capital laid out in such improvements as those?—I consider it a great hardship and an injustice.

4637. Without mentioning names, have you known any case of hardship arise?—Many.

4638. Will you give the Committee a notion of the kind of hardship you speak of?—A few years ago an individual took a farm not far distant from where I reside, that had been farmed by his brother-in-law, very highly indeed, under a very excellent landlord as tenant-at-will. An agreement was entered into between the out-going and in-coming tenant, that one brother-in-law should succeed the other in this farm with the consent of that landlord. The new tenant went on farming very spiritedly indeed, and produced good crops at a very considerable expense; he farmed slowly as to cropping; feeding cake and making general improvements to promote the growth of produce.

6439. By slowly, you mean putting in few white crops?—Yes. Some little time after an election ensued, and this new tenant was asked for his vote by one of the candidates for the county of Kent; he replied that he differed from him in toto as to political matters. In fact, one was a Conservative and the other a direct Whig; he said he could not conscientiously vote for him, but should in all probability vote for the opposing party. Nothing particular occurred for a year afterwards; after which this individual, without any assigned reason, received a notice to quit his yearly holding, and quitted accordingly, without being able to claim one iota of benefit for the large expense he and his brother-in-law had entered into. That is one instance that happened under my own eye.

4640. Sir *J. Trollope.*] Why do you connect it with the case of the candidate asking him for a vote?—The fact is indisputable; there was a connection existing between this candidate for Parliament, and the family of the landlord of the farm to which I allude. There had been no previous difference of opinion between the parties at all; there was the best understanding until this thing occurred.

4641. *Chairman.*] Is there any other particular instance that you wish to mention?—I know of several cases where the same sort of thing has occurred, where a person has received notice to quit, and on asking for a reason no justifiable one has been given, and where it has been attributed to religious or political feeling.

4642. Do you think it would be desirable to give the tenant power, under proper security and regulation, to improve the buildings on his farm?—I think it would be a very great advantage.

4643. How are the buildings in your part of Kent?—I think they are generally better than those in most other counties, from what I have observed; they are more in accordance with the quantity of land attached to them, and more fit for the necessities of the farm.

4644. Nevertheless, you still think that if tenants had an opportuity of laying out their money, under an improved protection, for building, they would make great improvements?—Great benefit would accrue to the tenant from that, no doubt.

4645. Sir *J. Trollope.*] How far is Hythe from Tenterden?—I cannot say, exactly; I should say about 20 miles.

4646. Have you a different custom in your county to that in the neighbourhood of Tenterden?—Tenterden lies in the Weald of Kent. There was one point I forgot with reference to manure; half manures in the Weald of Kent are sometimes allowed for; viz., the cartage, &c. of half manures; it is simply the workmanship that is allowed.

4647. Are you not allowed for spreading?—Yes; and carrying out.

4648. According to the distance?—Yes, according to the distance.

4649. You are not allowed for the value of the manure?—No, not as a property left.

4650. Do you know the custom of Tenterden and the Weald of Kent?—I never occupied land, nor had any connection with land, in that direction.

4651. You do not know the custom?—I have heard of the custom as to paying for half manures.

4652. And you are not allowed for that?—We are not allowed for that.

4653. Are you allowed for drainage?—No.

4654. Are you allowed for nothing but acts of husbandry?—For nothing but acts of husbandry; the seeds sown, the turnips sown, and the workmanship thereon.

4655. When the tenant leaves the farm at Michaelmas, is he permitted to have the use of the buildings, to thrash and prepare the corn for the market?—It depends upon the agreement between the landlord and tenant; frequently he is.

4656. Would it be possible in many cases for the tenant in a late harvest to get his corn thrashed out by Michaelmas?—It would be generally so by the aid of machinery.

4657. At great loss, probably?—At very great inconvenience.

4658. The straw is stacked?—Yes.

4659. Is yours a hop-growing country?—No, it is not favourable for hops; my immediate neighbourhood is not what would be called a hop district; although a large part of the county is so.

4660. Mr *Henley.*] You have said that in this case that you have stated to us there was a connection between the Member and the landlord?—Yes.

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4661. Is there any other reason to bring you to the conclusion that that was the cause of his being turned out, except that fact ?—Only the very sudden way in which the notice was given, and the want of any reason; generally speaking, there is a reason why the tenant leaves, some alleged, or supposed reason; no other reason could be conjectured in this case.

4662. No reason being given, you conjectured no other than that ?—Not only I; but you know that such matters are generally discussed, and the general opinion was as I have stated it to be.

4663. You are speaking of the common report ?—Yes, I am speaking of the common report and of the general opinion I heard expressed.

4664. What remedy should you propose; that is, how should you propose to secure the out-going tenant ?—I am not a law-maker, but I should think that he ought to be secured upon the principle of the late Tenant Right Bill, before its modification last year.

4665. Would that, in your judgment, answer your purpose ?—Yes, before its alteration, which was effected by the Committee when it was robbed of its power.

4666. Taking it before that alteration, had you seen it ?—Yes; I had read and studied it.

4667. And you are of opinion it would have answered your purpose ?—Yes, the first measure would have done.

4668. Even supposing it turned out that it gave, in point of fact, no means of getting paid for your improvements, still it would have answered your purpose ?—It would have given us means; I do not admit that it would not have given us means.

4669. Supposing that case ?—Then, of course, if it did not give us means it would have been a self-evident nullity.

4670. That would be your view of the best mode of securing it ?—Compensation was the intention of that Act; if there were any lapsus in it, I, of course, do not mean to identify myself with that; but the intention of the Act was clearly that of remunerating the tenantry simply for their improvements.

4671. A provision in that, among others, was, that the party should have the power by agreement of defeating the operation of the Act ?—I think not, in the first instance; it was after it had been through the Committee; it was not so in the first Bill I saw.

4672. The parties in the first Bill had nothing to restrain them from giving notice to quit, and so defeating the intention of it ?—They could not defeat the intention of it; it was prospective and retrospective both.

4673. There was nothing to prevent the landlord giving the tenant immediate notice to quit ?—There ought not to be anything to a tenant-at-will; the tenant ought not to occupy against the authority of his landlord.

4674. That would have prevented them seeking redress ?—Not if the law was retrospective; the Bill was retrospective and prospective both.

4675. Have you seen the present Bill ?—I have.

4676. What is your opinion of it ?—I think it not at all equal to the circumstances.

4677. It does not go far enough ?—No, it does not go far enough.

4678. What is your opinion of the things provided for in the present Bill ?—I think that if it were not for one clause in that Bill it would do a great deal of good.

4679. What is that clause ?—That clause which puts it into the power of the landlords and tenants to nullify the whole Bill by private agreement.

4680. That in your judgment should not be so ?—That in my judgment should not be so.

4681. What inducement would you hold out under those circumstances to persons to let their land at all ?—Their own interest would induce them, I think.

4682. Why should not their own interest induce them to make proper agreements to have the land well cultivated ?—I do not know why it should not; it is very clear it does not, and facts are stubborn things. From the fact of some landlords not being men of business, and some agents not being men of business, some being capricious, and some otherwise; a great deal of injury is done from the want of security to the property of the tenant farmers.

4683. Kent, generally speaking, is considered a highly cultivated county ?—Yes.

4684. That has grown up without any of those tenant rights ?—It has grown up under leases in some measure, and in certain instances under landlords of repute, or under what we call a good understanding; that is, the confidence that a tenant will place in a man of character and probity; but although we have many good landlords in Kent, we have some who are very far from it, I am sorry to say; so that good understanding has been inadequate to the demands of society.

4685. Yet notwithstanding there may be good and bad landlords, as there are good and bad men everywhere; Kent, on the whole, is a very highly cultivated county?—Yes.

4686. You are aware that in some parts of England there is a custom giving a more extensive tenant-right than in other counties?—Yes.

4687. Do you know as a fact, that that tenant-right has succeeded the good cultivation, and not preceded it?—I think it is not improbable that it has so; I was not before aware of it; the tenant-right is merely a custom anywhere; there is no law, but the custom becomes law.

4688. Speaking of the tenant right of Lincolnshire, which has become law by custom, it is known that that has succeeded the good husbandry, and has not been the cause of the good husbandry?—I have heard so to-day.

4689. Why, then, should not the same circumstances operate in your part of England, as they have done in Lincolnshire?—I do not know why they should not, but the fact is that they have not.

4690. Yet Kent is very highly cultivated, as highly cultivated as Lincolnshire, take it as a whole?—I should think it is, but it would be a great deal more highly cultivated if proper security were given by the landlord to the tenant farmer.

4691. It would be a great advantage to the landlord as well as the tenant?—Yes; and so it would be to the labourer and consumer, and every description of party.

4692. If it would be such an advantage generally to the landlords, and the tenants, and the labourers, and every description of party, why then do not the parties enter an agreement to carry that out?—I cannot tell why. I have stated that in many instances landlords are not men of business, and take little interest in their concerns; in others, they are afraid of expending their money; afraid of making themselves liable to pay certain sums that might not be convenient to them; they might not in other instances have the means of doing it: and then, perhaps, in some, they might not have the disposition to do it.

4693. And yet you think that this ought to be over-ridden by the law, to compel them to do it?—I do think so; I am against invading private rights in any way; but it is a well-known axiom that private interest should give way to public benefit.

4694. And because that would be, in your opinion, a public benefit, you would over-ride the rights of private property?—I should be very sorry to over-ride the rights of private property in general; but I think, where private interests and public interests are in opposition, the benefit of society should be considered in preference to that of private individuals.

4695. The landowner now has no protection by law against food being brought from any part of the world?—No.

4696. Therefore one great reason for dealing compulsorily with his capital is taken away, is not it?—I do not understand that to be one great reason for not dealing compulsorily with the landlord's capital.

4697. The landlord has capital?—Yes.

4698. As the landlord has no protection for the produce of his land now, one reason for forcing him to use his capital in a particular way is taken away?—I think one great reason is given why the tenant farmer should be able to use his energies to supply the nation with English corn, the produce of English labour, instead of having his improvements seized upon by the landlord at any moment whenever he pleases.

4699. Would you compel landowners to grant leases as well as security for the outlay of capital?—I should think I was a very unreasonable person if I did; I should think it was an invasion of private rights.

4700. What distinction do you draw in the two cases?—I think there is a very wide distinction.

4701. Will you be so good as to draw that distinction?—If a gentleman is an owner of land, and he likes to use his land himself, he has a right to do with it just as he pleases in every way; but if he lets his land to another individual, I think he has no right to make such conditions on that land as shall be injurious to the community of which he is a member, and to the prosperity of the country which protects him in the possession of his property. I do not think it is right and judicious that a landowner should impede the prosperity of the nation by standing in the gap, so as to hinder the improvement of the cultivation of England.

4702. Some of the outlay that is made upon land is speculative, is not it?—Yes, no doubt.

4703. At whose risk ought it to be made?—At the tenant's risk.

4704. You would have to decide what is speculative, and what is certain improvement?—The arbitrator would decide that.

4705. Then you would leave to the arbitrator not only the principle on which it is made, but the amount to be paid in compensation?—No, the Bill to which I allude defined the principle on which it should be made.

4706. The Bill defines certain things to be paid for, does it not?—It does.

4707. The Bill says nothing upon points that may be uncertain as to their benefit?—My principle of remuneration would be not the extent of the outlay of the tenant, because it might be judicious or injudicious; it might be proper or improper; but the *bonâ fide* benefit accruing to the estate from the exertions and expenditure of the out-going tenant.

4708. That is your opinion of what the Bill would do?—What I think it should do.

4709. You have said you have studied the Bill; is that in your judgment what the Bill does do?—No. That is what it would do if it were not for the clauses which render other parts of it nugatory; certain clauses, one of which I spoke of just now.

4710. Is there any provision in the Bill to secure the things being done?—To secure what things being done?

4711. For instance, the consumption of oil-cake?—No, it is left optional to the tenant to consume the oil-cake or not.

4712. You were asked whether the Bill secures anything more than the purchase of the oil-cake?—It secures an allowance for the feeding of the oil-cake as a temporary improvement, if I understand it rightly, apart from the clause which allows the landlord and tenant to enter into an agreement to nullify the Bill.

4713. Supposing they do not nullify the Bill, does the Bill do more than allow for the purchase of the oil-cake?—If I understand the intention of the measure, it is to allow for the benefit accruing to the land by the feeding of the oil-cake, corn, &c.

4714. How is it to be left to be ascertained; entirely by the valuer?—Yes.

4715. One valuer thinking that it ought to be calculated by the cost of the cake, and the other by the benefit to the land, who is to decide between them?—There would be a case, but it would not be a disputable case; you could not dispute the effect of feeding oil-cake upon land, it is so notorious; there would be no room for any dispute as to the beneficial result of feeding oil-cake.

4716. Supposing one farmer is of opinion that a third of the feeding of the oil-cake is in the profit of fattening the beast, and another is of opinion that two-thirds are in the value of the beast, how would you manage in the case of those conflicting opinions?—The arbitrators would manage that; the parties must be brought to a decision.

4717. You would leave the amount of the principal to be decided by the arbitrator?—Yes, and they would leave the amount to be decided by the umpire; but I think experience would teach them pretty nearly the effect of this matter. I have known instances where persons have taken in sheep to keep for nothing, provided the owner would give a certain quantity of cake to those sheep. This proves the effect of the oil-cake upon the land.

4718. Take the case of beasts: what is the value of feeding beasts with oil-cake; how much to go to the tail, and how much to the head?—I would not give a positive opinion upon a matter of this sort; I do not estimate the value of oil-cake so highly as some people do; I should say one-fourth of the value of the oil-cake would be left on the farm.

4719. Then that is one-fourth to the tail and three-fourths to the head?—Yes.

4720. You know opinions differ very much as to that?—Yes.

4721. In your judgment, that should be left wholly to the arbitrator?—I do not see how it could be left in more able hands than in the hands of the arbitrators; men of experience, judgment, and business.

4722. Are you not met by the uncertainty which must prevail in different parts of England?—You cannot have any great measure without some inconveniences.

4723. Are you clearly to be understood, that in your judgment any law to be made should over-ride all agreements; that no party should have the power of exempting himself from it?—I do not think that I should say quite so much as that; but I am of opinion, that any agreements that are contrary to allowing for improvements should be operated upon by a Bill of this description, if encouragement is intended to be given to agriculture, if the science of agriculture is to improve as it ought to do, and if the people are to be fed by the produce of English labour.

4724. If encouragement is intended to be given to agriculture as a science in England, would you allow very long leases?—I want, first, security to be given to the occupier of the land.

4725. Do you think the power of securing land by lease is not sufficient; and if so, why?—It is insufficient in this way, it secures the occupier for a certain number of years; it is certainly very much better than no security at all; but if agriculture is to continue to progress, so that land now worth 1 *l.* an acre is to be worth 2 *l.*, something beyond a lease must be adopted, and for this reason: it is as common as possible for a man to hire a farm for 7, 14, or 21 years, and if he is a man of capital, industry, and enterprise, to drain it, to chalk it, to marl it, and manure it with guano or bones, to feed oil-cake on it, and to do everything he can to add to the power of that farm, and crop it moderately up to a certain time, when for about three years previous to the expiration of that lease, in self-defence he will (what we in Kent call) run it. He will then cease to buy guano; he will cease to make this land progress, as he has hitherto done; and so it will become less valuable every year, and by the time his lease has expired he will have taken out, as nearly as he could do, what he had put in; the consequence is, there is in such case a falling off of benefit to himself for some time, because he generally oversteps the mark, and runs too fast and takes out too much; there is a falling off of labour employed in the parish, there is a falling off of produce to the consumer, and the farm is brought from a good state into a bad one. It then comes on the market again, to be let, and it takes the incoming tenant four years to get the farm back into the position it was in; and without he is a man of large capital and experience, it very frequently is not less than five or six years before the farm has recovered itself.

4726. He runs the farm, and gets the farm to a low rent again at the beginning of the new lease?—That may be the object in some cases.

4727. Have you considered the question of dilapidations?—Yes, I have.

4728. Should you propose that they should be made a set-off against improvements?—I think that the law of dilapidations is only a just law. I know of a case now where the tenant has been obliged to pay 400 *l.*; he has been imprisoned, and has been obliged to pay that money for waste, under the law of waste, or the custom of the country, for abusing a farm; and very justly so, in my opinion.

4729. In your judgment, you would have any dilapidations set off against any improvements to the tenant-right?—I should say that if the farmer were guilty of waste or dilapidations, the amount of that should be allowed for, and the same system that would render him liable to pay for the dilapidations should work the other way; he should be paid for all the benefit of his improvements; instead of which, I am sorry to say, the feudal law of England allows the landlord to have a claim upon the tenant for dilapidations, and does not allow the tenantry of England a claim of one farthing from the landlord; though I am a humble farmer, I say it is a reflection upon the landlords of England that such a law should exist.

4730. Is there anything to prevent a landlord having a fee-simple interest, and a tenant, being willing to make a proper bargain, making such a bargain to secure their own rights?—They have each an opportunity of making a bargain to secure their rights: but they are not on equal terms.

4731. If the landlord should be willing to give security, is there any reason why that should not answer the purpose?—Supposing him to be willing to do so, there is nothing else wanted; the evil is that a great many are not willing.

4732. Then in your judgment all persons ought to be compelled to let their land upon terms which they are not willing to let at?—It does not follow that all are unwilling to let their land properly.

4733. Upon terms they are not willing to let their land upon?—I think they ought not to be called upon to let their land on terms which they are unwilling to let at; but I think the law of England ought to force landlords to admit of the improvement of their estates, and that they should not be allowed to stand in the way of the public interest, as they could prove no injury to their own, but benefit must ensue.

4734. Do you think there are any tenants in the county of Kent or elsewhere who have come into the operation of farms in a good state of cultivation?—I think such cases have occurred.

4735. And they have, of course, paid nothing for the advantages of coming into such farm?—That has not always followed, because wherever the outgoer has had a lease he has sold those benefits to the incoming tenant; and wherever the interest and the powers have been vested with the tenantry they have taken care, on a change of occupancy, to charge for those improvements.

4736. How could they charge for them?—By deciding the benefit by arbitration; viz. by having them valued.

4737. That is, that they have sold the lease upon terms?—By the sanction of the landlord the lease has been transferred from the one to the other, as in other cases.

4738. A premium has been paid?—Yes, I have had one myself.

4739. In cases where that has not taken place, do you not think that many tenants have come into farms where considerable improvements have been made by preceding tenants?—Under certain circumstances, where the tenant has been dismissed on a sudden emergency, without any lengthened notice or idea of leaving the farm, from some political or religious difference, when a man has been dismissed from a farm in a high state of cultivation, the incoming tenant has taken it with all the outlay for nothing, except that the landlord has probably raised the rent upon it.

4740. Without taking such cases as religious or political differences, which it is to be hoped are very rare causes of dismissing tenants, is a constant change of tenancy going on?—Yes.

4741. And does not it frequently happen that farms are given up in a very creditable state of cultivation?—They are given up sometimes in what might be called a creditable state; but there is a vast difference between a creditable state of cultivation and the artificial state of cultivation which the progression of agriculture would render necessary, and which free trade would render absolutely necessary.

4742. The progress of agricultural improvements has been very great, and for many years going on?—It has been going on improving, certainly, but not to near the extent that in my opinion it would do (and which I should be glad to see) if there were proper security given to the tenant farmers of England.

4743. Then when those tenants come into possession, they get advantages without paying for them?—If they have only gained possession of the land in a natural state of cultivation, properly cleaned and so on, from judicious acts of husbandry, I do not think the tenant comes in unfairly; but if, as I say, from some emergency, or from some accidental death, or from some sale of the property, or anything of that kind, the tenant has been dispossessed of the land that has been highly and artificially farmed at a great expense for some years, then the outgoing tenant has lost the benefit of his outlay to which he was entitled, and the incoming tenant or the landlord has reaped the benefit of that outlay.

4744. Take the case of a lease granted at a low rent, with covenants for improvement, and granted at a low rent, upon the condition of the tenant outlaying money to drain it, in your opinion should the law over-ride such an agreement as that?—If the rent is made low on account of the conditions that those improvements are to be made, I do not think the law should over-ride that agreement; that would be an injustice.

Mr. E. C. *Hughes.*

13 April 1848.

4745. That would be an exception that ought to be made, in your opinion?—Decidedly so.

4746. Then your general answer before, that the thing should be retrospective as well as prospective, would not express your true meaning?—Not in such a case; decidedly not, as it would form an exception to the general rule.

4747. An extreme case has been put, that the Committee might clearly understand what your opinion was of the law; therefore it ought not, in your judgment, to over-ride such a case as that?—Decidedly not; it would be unjust. My view of this tenant-right question is what is just, and nothing beyond that; but although difficult questions may be put, and so forth, I think experience would very soon teach mankind what was right, and what was not.

4748. In your judgment, then, you think it is easier to make a law to settle those intricate questions, than to leave man and man to settle between themselves?—Yes, decidedly so; in one case it would be, that great improvements would ensue, and in the other case things would remain in *statu quo*.

4749. You have alluded to the provision that was introduced and intended to be made; and you have stated that you think it would have answered well for the purpose of manures, and by that Act the value was not to be ascertained until after the tenant quitted the farm?—I am in favour of that; I think that what is necessary could be ascertained in that way; I am sure it could by an honest man, and I think one great answer to the objection that many people seem to entertain, would be, that no man can farm in the dark; his neighbours must see what is going on, whether he guanos or bones his land, or fallows it for turnips; whether he buys town manure, or merely farms within himself, and does not bring on those improvements. They can see whether he drains or chalks his land, and whether he grows half as much more as his predecessor did, and his neighbours on each side of him do.

4750. You are not asked with reference to possible fraud committed by the outgoing tenant, because that is not to be anticipated to be frequent. The question had reference to the necessity of an incoming tenant before he came to the farm, that he might know what capital he would require to enable him to enter upon it; how could he ascertain, if the valuation was not to begin till after the tenant had quitted the farm?—To a man of business there would not be so much difficulty in ascertaining that.

4751. *Chairman.*] The claims are to be made before?—Yes.

4752. Mr. *Henley.*] If the value has been put upon it, men of business know that extreme difference takes place in valuations; would not it be difficult for a person to know what he might be required to pay?—Under certain limits the question does not apply; and with reference to the Bill now before The House, the outlay is limited to one year's rent; he could give a pretty good guess as to that.

4753. *Chairman.*] That is only for buildings?—I beg your pardon.

4754. Mr. *Henley.*] You have stated that in your judgment one-fourth of the oil-cake used ought to be charged?—Yes, I think so.

4755. Other persons might think three-fourths should be charged; therefore, if 1,000 *l.* had been expended in oil-cake, it would make a difference of between 250 *l.* and 750 *l.*?—Yes; but I never heard a person in my life use the argument that is now used, and I think no farmer of judgment in England would say that three-fourths of the price of oil-cake ought to be allowed for manure.

4756. There is a very great difference of opinion upon that point; you are aware of that?—I have not found much difference of opinion, so far as my local knowledge goes, in men of business on that point; the only difference might be, that some would say one-third, and others one-fourth.

Jovis, 4° *die Maii*, 1848.

MEMBERS PRESENT:

Earl of Arundel and Surrey.	Mr. Tatton Egerton.
Mr. Bouverie.	Mr. Hayter.
Mr. Burroughes.	Mr. Henley.
Mr. Colville.	Mr. Newdegate.
Mr. E. Denison.	Mr. Pusey.

PHILIP PUSEY, Esq., IN THE CHAIR.

Mr. *James Chrisp*, called in; and Examined.

Mr. *James Chrisp*.

4 May 1848.

4757. *Chairman.*] YOU have occupied land, and are now an extensive Commission Agent and Auctioneer of Stock in the county of Northumberland?—Yes, and I am resident in Newcastle.

4758. Have your professional pursuits made you intimately acquainted with the county of Northumberland?—Yes.

4759. You have travelled through a great portion of that county?—Most of Northumberland; nearly the whole of it.

4760. You are also acquainted with the county of Durham?—In a great measure, by visiting the principal farmers there, professionally and privately.

4761. Is there any compensation for improvements to the outgoing tenant in most of those counties?—It is not at all general; there is scarcely any instance of it.

4762. Is a good deal of land held under lease?—The northern part of Northumberland is nearly all under lease; the southern part varies very much indeed, from no lease at all up to leases for 8, 10, 12, and 14 years. There are scarcely two estates adjoining that are on the same system.

4763. In the county of Durham, is the land usually held from year to year, or on short terms?—Almost entirely from year to year.

4764. Do you find that the system of letting is sufficient to ensure that the landlord receives his land back at the expiration of the term in a state of good cultivation?—The farmer, during the former part of the lease, is generally engaged in improving the land; and then, during the latter part of the lease, they curtail their expenses, and crop as severely as the covenants will allow, so as to leave as little in the land as possible.

4765. What is the usual length of leases in Northumberland?—Twenty-one years in the northern part.

4766. How soon do you think the tenant begins putting his farm in order to prepare for giving it up?—About half the lease.

4767. When he has been in the farm about 12 years he thinks it time to let the farm go down again?—Improvements are made in the first six or seven years of the lease; about the middle of the lease the expenses are not so much curtailed, but the improvements are not made; towards the conclusion of the lease the expenses are curtailed considerably, so far as the keep of a draught or pair of horses, and on very large farms sometimes as far as the keep of two pairs, together with the corresponding manual labour.

4768. The Committee are to understand, then, that this diminished cultivation is carried on so systematically, that some of the plough teams are sold off and the carters discharged?—To that extent sometimes; one draught to a large farm of 10 or 12 draughts. Sometimes I have known as much as two curtailed; that is a rare case of two draughts; one is nearly the outside.

4769. The purchase of manure is generally diminished towards the end also, is not it?—The purchase of manure is not so much curtailed until within the last four or or five years; then they do it with caution. Sometimes they will go on nearer the end of the term than that. They may have guano for turnips purchased; I have seen that within the last year, but no further than they can possibly help; sometimes two or three years before the expiration of the lease they will cease from it.

4770. There is no doubt, then, that the land falls into the landlord's hands in a very inferior condition in comparison to what it was in at the middle of the term?—It is of very considerable less value at the end of the term than it was eight or ten years previous.

4771. Does that render it more difficult for the landlord to obtain a good rent from a responsible tenant?—Certainly, no tenant will give the same rent, as he considers the state of the land in his valuation; it is not in a state to yield so much rent at the expiration of the lease as it was within six or eight years before that time, when it was in its full power of producing crops, when it would have given 10 per cent. rental more; sometimes more than that.

4772. In your opinion, is the system known even of long leases insufficient for protecting the tenant in the outlay of capital during the whole of the term?—A lease is a sufficient guarantee to improve the farm to its utmost during the former part of the lease; but the tenant does not carry on the improvements the latter part of the lease. I have seen where they have had a break in the lease every five years where the tenant was full-rented, although the landlord was bound to him, the tenant did not make the improvements; he said, "I may leave this in three or four years; it is high rented; I shall not be compensated for it"; and therefore he is nearly in the same state as the person without a lease, because he will have no compensation when leaving at the end of five years; he would not be compensated for the improvements during the latter years.

4773. Have you known any case where capital has been laid out under the present system by tenants in Northumberland, and where losses have been sustained from the want of sufficient protection?—Yes; I do know some very serious cases.

4774. Will you state them?—There have been cases where a tenant has been induced sometimes by the agent, without proper authority, giving him to understand that he would get his farm again, to drain and build and otherwise carry his improvements on to the very utmost to the last; that has been done from mistaken authority on the part of the agent, or wilfully to lead the tenant to believe that he would have the farm again; cases of that kind have happened where the tenant has not retaken the farm, though he was induced to make improvements which he never reaped the benefit of.

4775. You say that in those cases tenants have laid out money in draining and building, and got no return?—Yes.

4776. What sort of building was that money laid out upon?—Sheds for cattle, and stone walls, and other fences for dividing and inclosing fields, and draining.

4777. Are there any other cases of that kind which you could mention to the Committee?—A few cases I know of, of that kind; but they are all upon the same principle; that is building, draining, and dykeing, induced either without authority from the landlord, that is the landlord not sanctioning it, or otherwise wilfully done to induce the tenant to keep the farm up for an acquaintance of their own, who has sometimes taken the farm afterwards.

4778. You say you do not consider the present system even of long leases sufficient protection to the landlord and the farmer; do you think the farmers in your part of the country would be satisfied without any leases at all, if they had due security for money laid out in improvements?—Many in the southern part of the county would prefer that to having a lease.

4779. You think they would prefer yearly holding, with tenant-right, to leases?—The tenants in the southern part of the county would; in the northern part the farmers are partial to leases, from custom. The tenants in the southern part of Northumberland would gladly receive this recompense for improvements. I have the authority of many of them, from conversation with them, to say they would improve considerably if they had a certainty of recompense in case of leaving.

4780. You say many farmers have told you that if they had certainty of recompense for improvement, they would lay out their money in improving the land; is there much room for improvements of that kind in the county of Durham, for instance?—It is one of the worst farmed counties in the kingdom that I have met with; I have the authority of farmers in the county for saying so, by letter and also personally.

4781. I suppose this bad farming in the county of Durham may be a good deal

Mr. *James Chrisp.*

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deal attributed to the wet chilled state of the land, that is really a great discouragement to a farmer?—There are a great number of small farms in the county of Durham, not of sufficient size to induce a large monied tenant to take them, and they are taken by men often who have risen from the working classes, who have no lease and have no means of improving the land, and the landlords will not assist them, and they struggle on for two or three years. One gentleman in that county told me three years was about the time of their holding; and last Saturday I had occasion to go into a village; I was looking for a bull; a gentleman told me where there was one in the village; I enquired for the master; he was out in the fields with the muck-cart; the wife said she would show me it. The back door was towards the village; I went through the most wretched house I ever saw occupied by a tenant, I never saw a servant's house in Northumberland anything like so miserable; the front of the house is occupied by muck middens, and little houses for cattle round about it here and there clapped down as if they had fallen from the clouds; the manure was at the front of the door, and three or four steps went down to a mass of filth and confusion. This I remarked to the gentleman on my return, and he said "That is the general way with our small farmers." In this case the man and his wife could neither read nor write.

4782. Mr. *Bouverie.*] What was the size of that farm?—200 or 300 acres.

4783. *Chairman.*] Though you have some first-rate farming in the northern parts of Northumberland, in the southern part of the county, and in other parts, is not there still great room for improvement?—There is very great room for it indeed.

4784. By draining and otherwise?—By draining principally, and I think if they had recompense for it (and some of the tenants I have alluded to said, if they had a certainty of recompense), they would improve a great deal more; but they have their leases in this way: the landlord was bound for so many years, generally eight or 10 years, sometimes 14, the tenant was nearly always loose, and they only went on so as to be sure to be paid the next year, or the year after when they found it convenient to leave. I had this from a very excellent tenant, in Newcastle market last Tuesday.

4785. Is there much old grass land that might be drained and broken up in Northumberland?—In some parts, but more in Durham. I recollect about a year ago being over a farm there, and I came to a very bad grass field, and said, "Why do you not plough this out; it will not keep more than a sheep an acre"? The tenant said, "My agent calls that old grass land;" he said. "How much would it improve it? That land will grow turnips and be worth 2*l.* an acre, now it is not worth 10s. an acre." I inquired of another farmer last week to what extent that prevailed in the county, and he said, a very great deal in that neighbourhood, growing bad blue grass, not keeping above a sheep or a sheep and a-half an acre, and sometimes scarcely a sheep. If ploughed out it would treble the value of the land.

4786. Can you speak to that point practically as to the improvement of inferior land, from some that you have had in your own occupation?—My occupation in the northern part of Northumberland had attached to it about 100 acres of marshy, boggy land, about the edge of the moors.

4787. What was growing upon the land when you took it, rushes or heath?—The principal part was sprat, a sort of rush, and there was one 10 acres field that was attached to 100 acres of good land, on which good land there would be a large number of cattle; but there would not be a single foot of cattle upon that part; the previous tenant had mowed part for hay, and the hay was lying in the stack rotting, having been put together in a rotten state, and all that was lying was left as manure, and never used as hay at all. I found that was the usual result after cutting and making the hay, of letting it rot in the stack yard, or in the corner of a field. I drained the land that two succeeding years, and I left it, at the end of ten years from the entry upon the farm, worth 2 *l.* an acre.

4788. What was the value of it when you took to it?—It was valued at from 1 *s.* to 2 *s.* 6 *d.* an acre.

4789. What was the extent of that?—One hundred acres altogether, in detached pieces of 10 acres here and 20 acres there.

4790. Those 100 acres were all, in the state you describe, worth 1*s.* to 2*s.* 6*d.* an acre?—Yes.

4791. You have some heath land?—Yes.

4792. Mr. *Colville.*] What was under the heath?—Sandstone; and under most of the marshy parts sand, and in some cases gravelly clay.

4793. *Chairman.*] Have you some heath land still unreclaimed in the north of Northumberland?—Some hilly and marshy land; the close heath grows upon the rock mostly; and there is the long heath intermixed with rushes; that is upon a marshy bottom. I consider a great quantity of it is capable of improvement.

4794. There is a great deal of sand land in the neighbourhood of Belford; can you state whether that heath land is capable of improvement?—That country, I think, is capable of great improvement; there are some restrictions upon it under the head of old grass; for 100 years some of it has been called so. A little further north of it, I said to a farmer, "Why do you keep this field in this state?" About 80 acres; it was not worth 5 *s.* an acre. I said, "It is a disgrace to the rest of the farm; why have it in such a state? It would grow better crops than the best of the land you farm at 30 *s.*" He said, "My agent will not hear me speak about it."

4795. Can you state, in the case in the neighbourhood of Belford, whether the heath land is not sufficiently improved?—There is a range of hills west of Belford, where a tenant has improved about 100 acres; the first two years he told me it would not pay; it was a great expense without sufficient recompense; but since then I believe he has applied to the landlord to have more done, and he intends to go over nearly the whole of it. It is a very large moor, about from 600 to 1,000 acres altogether; some of it is heath upon a rock that could not be well cultivated, and that being burnt would be good for sheep; it would not be well to take it out on a dry rock.

4796. This tenant whom you persuaded to improve the 100 acres of heath land, you are understood to say is so well satisfied with the soundness of your advice that he is disposed to take in 600 acres now?—He has applied to his landlord to take in more. I believe this case is under special agreement. He told me that he had applied for leave to do it, and the agent told him to go on; that was in the late landlord's lifetime. He said, "No, I will not go on till I have a letter of sanction in writing," and then it was delayed till he got that letter, under some special agreement: what the agreement is I do not know. He is now improving that moor to a considerable extent; he did not say the number of acres.

4797. You have put this as an instance where a practical man has found such moor land as you have in Northumberland capable of beneficial improvement?—I have; he is convinced of it from experience.

4798. You are of opinion that the farmers of Durham and Northumberland, if they had compensation given them for improvements, would be disposed to embark in them?—The security of a full recompense would induce them to lay out a great deal more money than they do; and I believe if they had that security many would improve the land to the utmost; but the district now alluded to is under three or four different classes of farmers. In the northern part the farmers are men of large capital, and they would not stick at any sum of money where they saw a recompense for it.

4799. You are asked generally whether, if compensation were given for improvements, the farmers, not all farmers, but a numerous body of farmers, would be disposed to make an increased outlay of capital in improving their land?—I believe they would.

4800. And is it also your opinion as a practical man, intimately acquainted with those counties, that there is still great room for an investment of capital in the improvement of the land?—There is very great room for it.

4801. Have you not a peculiar sort of improvement in parts of Northumberland, by the removal of loose stone on the land, which is very expensive to the tenant?—In some cases it is very expensive. I have laid out as much as 4 *l.* an acre myself. In Aberdeenshire I have seen a landlord lay out from 12 *l.* to 13 *l.* an acre for trenching 20 inches deep, to make the land plough free.

4802. Is it your opinion that it would be a proper head of compensation to the outgoing tenant?—I believe it would be a very proper one.

4803. And likely to encourage the improvement of land?—Yes.

4804. Have you any other observation to make to the Committee?—With regard to those small farmers holding without leases in Durham, they say they

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cannot get tenants to farm any better, the farms are so small. I have been told that by agents, that they cannot get tenants who are men of capital to take them. If they had any recompense, if there were any security for persons farming on, or for others lending them money to improve with, they might be induced to do it. One great cause of the farmer not being able to farm is, that they frequently begin with a smallish capital, and the landlord does not improve for them, and they cannot do it for themselves. The landlord has of course the preference of his rent by seizure and such like, if the tenant gets back in his rent; therefore persons lending money would be subject to losing it. That prevents monied men lending their money; but if they had security, people might be induced to support those small farmers with money when they saw them industrious, and likely to do well if they had more capital. In some parts of Northumberland I have seen speculating men of small capital begin to improve a large undertaking. Previously to 1816 or 1817 some of those young speculators laid out a considerable amount of capital, and they had to leave their farms, and others came in and made fortunes where the men who made the improvements were ruined. I know two or three striking cases where they have improved by digging, removing stones, reclaiming moor land, and liming.

4805. What is the expense of liming?—I farmed a place in Roxburghshire which cost 5 *l.* an acre, and 3 *l.* or 4 *l.* in removing stones.

4806. What is the expense of liming in Northumberland?—I think the common price of liming is about 3 *l.* to 4 *l.* an acre.

4807. Is that a lasting improvement to the land?—It is considered a lasting improvement to newly-improved land, such as moors, in bringing them into cultivation. I have seen a crop of corn four times as good upon one ridge which had been limed as upon another adjoining which had not been limed, and it is much used for preventing the grub in turnips.

4808. In those cases where the tenants had commenced improvements, and were unable to carry them through, you say that the succeeding tenants made fortunes?—Yes, I know several instances of it.

4809. Would it then have been just that the outgoing tenants should have received compensation for those improvements?—I certainly think so.

4810. You are understood to say that the tenants did not fail because the improvements were injudiciously carried out, or unprofitable to the landlord or the succeeding tenant, but simply because they had not sufficient means for carrying them out completely?—Yes, just so. If they had the means of carrying them out, they would have made their fortunes, which they were entitled to do, and which the next tenant did without any expense; they merely came to reap the crop which the men who were ruined had sown for them. If the tenant had had compensation for those improvements, he would have probably continued in the farm. I am of opinion, from what I have seen, that we are better, in the majority of cases, without leases, with 18 months' notice to quit; and there would be more improvements and longer holdings. On both sides of the Tweed, with no leases, the tenants remain much longer with the same landlord than where they have leases.

4811. Is that the opinion of many farmers with whom you have conversed?—It is allowed by farmers I have spoken to, as well as landlords, and it cannot be denied to be the fact; examine any gentleman's rent-roll and you will see the same names without leases standing for ages, and sometimes there are more improvements than where there are leases.

4812. Do you think many farmers would prefer a yearly holding with compensation, to a holding for a term without compensation?—I am not sure that the north country farmers would accept of it willingly without a lease; they have a strong partiality for leases upon the large farms; in the middle and southern part of the county, and Durham, they would accept of it; many farmers have told me if they had leases offered them, they would not take them. They said the corn laws were changed, and things might transpire so that they would not wish to take a lease, and they did not choose to be bound. That is the answer I generally get from the farmers in that district; they say they do not wish to be bound; they think it is better to be loose.

4813. Mr. *Henley.*] In the case of the farms you have spoken of, and in respect of which you use the term young speculators who made improvements which

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which they were not able to carry out so as to reap the benefit of them, were those large or small farms ?—They were farms of from 600 to 1,500 acres.

4814. You would call those large farms ?—They were a pretty good size; they were not the highest rented farms.

4815. The question refers to the extent of the farm, not to the amount of the rent ?—Upon those matters sometimes they are intermixed with what is called sheep-walks, to the extent sometimes of three or four thousand acres; fifteen hundred is above the average.

4816. Should you consider those to be large farms as compared with the farms you have spoken of in the county of Durham ?—Yes, three or four times the size.

4817. What do you mean by the word speculators ?—Young enterprising men, having good capital to go on with in the usual way, taking advantage of the profit to be derived from the improvement of the land. I have known men set to work, and I have heard them say they would beg, borrow, and steal to make improvements; but they have injudiciously gone beyond their available means.

4818. You do not use the term then with reference to the nature of the improvements they were carrying on ?—No, it was not speculative at all as to the improvement of the farms.

4819. Were those men of a better or inferior class of life to the men you have spoken of in the county of Durham ?—They were the better class of standing in society.

4820. Would they be more likely to have better friends than the men of the class you have spoken of in the county of Durham ?—Yes.

4821. Then how can you expect the people of Durham would be able to carry on those improvements, when those gentlemen could not do so with better friends and a better class of life ?—The small farmers in Durham might very probably be supported if their friends saw they could be repaid for their money. It is often the case that a man of industry has friends and relations who, knowing the man's industry and knowledge of his business, will support him and enable him to recompense himself for his outlay. There is so much land in the county of Durham that requires very little trouble, it is a sort of wet gravelly land, that very little improvement would make it capable of growing turnips, instead of keeping a sheep an acre, which would not yield above from 7 *s.* to 10 *s.* an acre a year, but which, if they had a crop of corn, would compensate them largely.

4822. Why do you think that a man taken from the labouring class would be more likely to find persons to lend him money than the speculators you have spoken of in Northumberland, whose friends are in a better class of life ?—As to those farms that I have my eye upon, the improvements were difficult and expensive to accomplish, and I believe the two parties that I am alluding to had borrowed money to a great amount of their friends before they failed; they failed in the year 1817. The years 1816 and 1817 were notorious in our district. Those men could not get any more money; if they could have gone on three or four years more they would have made their fortunes. The improvements were upon the edges of the mountains; they had stones to take out, and walls to build, and so on.

4823. You said the improvements were not speculative but safe in their kind ?—Yes; but those two years were too much for them, as well as many others. Those farms in Durham I am thinking of require only the plough and a few drains. I passed over some last Saturday and Friday, and I looked particularly at them, and nothing was wanted but the drains ten yards asunder, and they would want nothing but the common ploughing and sowing afterwards.

4824. You have said that the reason that that land is not broken up, is because the landlord will not give his consent ?—That is the reason given to me by a great farmer in the neighbourhood.

4825. Then the want of security has nothing to do with not breaking it up ?—No, I think not. The reason given me is that the agent would not have the grass land meddled with, and the landlord never meddled with it; he had an idea that it was a deterioration of the property to plough the land.

4826. You have stated that in Durham the tenants occupy about three years; do you mean that is to be taken as the general rule or the exception ?—That is what a gentleman farmer in the neighbourhood told me; I think it is too limited;

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limited; he said they generally run their race in three years. I do not agree with that; I think they go further than that.

4827. Which, in your opinion, are we to take it as, the exception or the rule?—The exception, I think, though he gave it me as the rule.

4828. Do you consider a lease any security?—Yes, a lease is a security to the tenant to be reimbursed his improvements, and men of capital will not make improvements without security.

4829. Yet you have stated that the tenant, without that security, as far as the lease goes, holds longer on a series of years on the Tweed side of Durham?—No, not on the Tweed side, they were the middle and southern sides of Northumberland; but the improvements generally do not go on there.

4830. You said that the tenants upon the Tweed side, both north and south, have no leases?—You misunderstood me.

4831. Was it right to understand your evidence to be, generally speaking, as well as your acquaintance with the tenants will allow you to form an opinion, that they hold for a longer period at will than where they take leases?—That is the general rule, to a great extent, in the middle part of Northumberland; more there than in the southern part of Northumberland. Where there are no leases they are continually changing, in the southern part; sometimes the tenants have not been in for more than one year, and the estates are in a wretched condition.

4832. Speaking generally, and not of exceptional cases, is it your opinion that the tenants hold longer under tenancy from year to year than under leases?—There are three or four cases where they seldom change, and they hold longer than under leases. Speaking of Northumberland, there are two distinct descriptions of tenures of land: in the southern part of Northumberland, where they have no leases, they are continually changing; but in the northern part, not the Tweed side, but farther south, large estates from year to year are very seldom changed; they have confidence in the landlord, but the improvements do not go on; but they go on holding for generations.

4833. Are those estates well or ill farmed?—They are not generally well farmed; there are some exceptions, and very great exceptions, where they are as well farmed as anywhere, without any recompense or security at all.

4834. You were understood to say that, taking a farm held upon a lease of 21 years, for the first five or six years great improvements were made, in the middle no improvements were made, but the same amount of labour was expended in the ordinary cultivation of the land; and the last five or six years labour was taken off?—Yes.

4835. And you were understood to say that, in a general way, it would be about one team in 12 that would be knocked off?—That has reference to all the seasons except turnip time; they have a great many breeding mares there, and they have a great quantity of young colts, which, as soon as the turnip time is over, they sell off or turn to grass, and keep less during the autumn and winter; the turnip time requires a great many more teams than any other time, in that particular quarter.

4836. Take some one farm upon these 21 years' leases; have you any farm in your mind at this moment that is so held. Take one of the farms you have been speaking of, where this change of management has gone on, do you know at all about what rent the farm was taken at?—I cannot speak distinctly to the rental; but they were, I should suppose, about 1,500 *l.* to 2,000 *l.* a year.

4837. And about how many acres was the farm?—An ordinary one.

4838. Confine yourself to any one farm that you have in your mind?—They have frequently hill land attached to them, say perhaps 1,500 acres.

4839. For about how many acres of hilly land, and about how many acres of tillage?—One thousand acres of tillage land, and about 500 to 700 acres of hill land.

4840. What would be the value of that land, in your judgment, in the middle time, when the improvements were in full swing; what would be the value of that farm, supposing it then to come into the market, and supposing the tenant had the power to underlet it?—There would be at least 10 per cent. more value.

4841. At the end of it?—At the middle of the term than at the end of the lease.

4842. Then at the end of the term what would be its value?—I am alluding

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to the end of the term. In the middle it would be worth 10 per cent. more than at the end.

4843. What would it be worth, then, at the beginning?—Upon the farm I have in view I should think it would be worth 20 per cent. more in the middle of the lease than at the beginning, and 10 per cent. more than at the end.

4844. Then this falling off in the management would be a deterioration of 10 per cent.?—Yes, I think so; it would be worth that less to the person taking it.

4845. And less to the landlord to let it?—Yes.

4846. What, in your judgment, upon that farm would be the acts of husbandry that would be now payable in Northumberland. What in an ordinary change of tenantry would be the amount of money payable now in Northumberland to the outgoing tenant by the incoming tenant, according to custom?—The straw and the manure all belong to the incoming tenant; the incoming tenant only pays for the grass, seeds, sowing the year before, for which the outgoing tenant must produce his receipts.

4847. Then the outgoing tenant takes the away-going crops?—Yes.

4848. There are no acts of husbandry by the incoming tenant?—No, the manure lies in the hovels where it is made.

4849. At the end of a 21 years' lease, according to your notion of the payment that should be made by the incoming tenant, how much money ought to be paid do you think for this 1,000 acres of tillage?—Some farms would not require much improvement in draining, because a part is generally dry land.

4850. Will you confine your answer to some one farm. You have spoken of those 1,000 acres of tillage; and where that takes place in the first five years, the value is raised 20 per cent. in the middle of the term; then it is deteriorated 10 per cent. at the close of the term again. You are now asked in your judgment what should the outgoing tenant be entitled to receive upon that farm, provided he kept up the cultivation at the full swing to the end?—For nothing but the purchasing of manure, and feeding his cattle and sheep with oil cake.

4851. About what would it amount to in capital, in your judgment?—It is not at all the custom to feed cattle and sheep with oil cake at present; they buy manure at 3 *l.* an acre.

4852. You are giving evidence here upon the state of things which you say is under your own knowledge; you have been asked to confine your attention to some one farm, and you have told the Committee that farms are deteriorated in that part of Northumberland 10 per cent. towards the close of the term, by the want of security to the tenant; what amount of capital, then, in your judgment, according to the Northumberland practice, would that tenant be entitled to receive?—We have no custom of that kind; the improvements do not go on to the end of the lease, there is no recompense for them. If the lease be renewed, the tenant would go on with liming until four or five years or more than that previous to removing, and he would be recompensed for that if the farm was capable of a good deal of improvement in reclaiming.

4853. How often do tenants in Northumberland, upon such a farm as you have spoken of, lime their land?—Generally not above once during a lease of 21 years, and sometimes not that unless for preventing grub in turnips, which requires to be done oftener, say at intervals of 15 or even 10 years.

4854. What in your judgment would a man be entitled to at the end of the term, for the use of lime?—Nothing, because then he has got the benefit arising from it.

4855. Would he be entitled to anything for drainage?—Upon this farm, if he were to drain at an early period, he would be recompensed.

4856. Is it the custom in Northumberland, upon such a farm as you speak of, to feed with oil cake?—Very little; it is, however, increasing.

4857. In your judgment, if it were carried to such an extent as would be prudent in your opinion, how much money would the tenant be entitled to receive upon such a farm for oil cake?—Half what he laid out.

4858. How much would it amount to?—He might use 10 tons; half of that would be 50 *l.*; oil cake is very little used with us.

4859. Do you purchase any other artificial food upon such a farm as you have spoken of in Northumberland?—No; there is a little linseed sometimes for calves.

4860. Do they purchase artificial manure?—Yes, bone dust and guano.

4861. About how much would the outgoing tenant be entitled to receive for the

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the articles of bone dust and guano?—Of guano he would require about 150 *l.* worth for the land for turnips, where he had a deficiency of common manure.

4862. How much of that should the incoming tenant be obliged to pay?—I think it would repay itself in four years sufficiently.

4863. Would the incoming tenant have to pay three-fourths?—Yes; he has both a great increase in the crop of corn as well as turnips, and the manure from them.

4864. Then 120 *l.* would be paid for that three-fourths; what other artificial manure is used?—In the article of guano it is found that it has a great effect upon grass seeds; and if they were compensated for it, they would sow it considerably upon the young grass land; tenants have told me themselves, those who have very short leases, that they would sow guano within the last two or three years.

4865. How much more of that could they sow upon the good land?—About 1 *l.* an acre.

4866. How much would it come to?—About 300 *l.*

4867. That would be three-fourths of it; perhaps it would not go on so long?—It would recompense them much earlier than that; but unless they had some profit along with it they would not do it; they want an inducement for doing it.

4868. Would half be fair in that case?—For one year's use.

4869. Supposing the tenant manured the grass seeds the year he was going out, would it be fair for the incoming tenant to pay half?—He should pay more, because the hay is consumed upon the farm, and he would have a great increase to his manure and the following year's grass.

4870. The outgoing tenant does not take the hay?—No.

4871. Then the incoming tenant would have to pay for it?—Yes, he would get the full benefit of it at once.

4872. How much money would be paid for that?—The entering tenant ought to pay two-thirds.

4873. It would be 200 *l.*—Yes; perhaps less than that might do; but to induce the tenant to lay out money freely he ought to have more than a bare recompense.

4874. With respect to bones; having taken this large allowance for guano, would he purchase any bones?—No; I am taking the guano as a substitute for bones.

4875. In that part of Northumberland do they purchase any other artificial manure?—No, not that I am aware of; there have been some little experiments sometimes; at one time they had some chemical preparation for grass seeds; that did not answer.

4876. Then 150 *l.*, 100 *l.*, and 200 *l.* would be the aggregate of what the incoming tenant would have to pay?—Yes

4877. That is the difference between keeping up a farm in a high state of cultivation and keeping it in a deteriorated state?—If a person had a full recompense, he would take his farm again and keep his land in a much higher state of cultivation.

4878. In what way would he keep it in a higher state of cultivation other than by the ordinary acts of good husbandry and tillage, which a man is bound to do under any circumstances; state the items by which you come to that conclusion. You say that the tenant takes steps at the beginning by draining and otherwise to make the farm worth 20 per cent. more; in the middle of the term he would not be entitled to that full 20 per cent.?—The principal advantage would be to keep the farm capable of employing more hands to keep it clean.

4879. Which of those acts of husbandry do you think, in your judgment, the tenant ought to be paid for?—The draught, and the different kinds of labour attached to it.

4880. That would be the ordinary operations of husbandry?—Yes.

4881. Do you think the outgoing tenant ought to be paid for those ordinary operations of husbandry?—It would be that much more value, and the tenant had better pay it than have the land in the state you often find it in.

4882. How much do you think the outgoing tenant would be entitled, upon this farm you have spoken of, to receive under the head of acts of husbandry?—This farm I allude to it would take the away-going tenant to expend 150 *l.* a year more in acts of husbandry than he generally does; that is, he would curtail his expenses 150 *l.* or even 200 *l.* a year.

4883. How much would it be just that the incoming tenant should pay; what proportion of that?—Upon the advantage he would derive I should say nearly the whole of it, because the away-going tenant has received little or no return upon his capital, and therefore nearly all the expenditure he makes would be for the benefit of his successor.

4884. How many years would it be an entire benefit to the incoming tenant?—From three to five years, because the curtailing the expenses generally begins five years before leaving the farm. They do it gradually.

4885. Do you think a man letting his land begin to get foul does not suffer something in five years?—I think he suffers very much; I have seen tenants injure themselves by overdoing it.

4886. How should that expense be divided between the outgoing tenant and the incoming tenant, if you admit that he injures himself by letting his land get foul?—If the land gets foul he would be entitled to scarcely any recompense. The incoming tenant would not be entitled to pay for anything he did not receive; if the land did get foul, the away-going tenant should be, if possible, made to pay for it, that is for the injury done to the land.

4887. There is a degree of foulness that may not be a positive injury to himself?—Without any loss to himself.

4888. That has happened within your recollection?—Yes; not in a great degree, but with a slight degree of foulness they could get a good crop of corn.

4889. What then would be the sum which the outgoing tenant would be entitled to receive for those additional tillages?—I would say from 200 *l.* to 250 *l.* a year for those last three years.

4890. That would be 750 *l.*?—Yes; having the land in good order or in indifferent order, there is more difference to the incoming tenant than that.

4891. In your judgment the acts of husbandry would be 750 *l.* and the manurages would be 370 *l.*?—I think I have stated that.

4892. Those are the figures taken from your statement?—Yes.

4893. Is there anything else in your judgment, so far as manures and acts of husbandry are concerned, that the outgoing tenant would be entitled to receive for?—I think not, unless for making new fences and such like; it is of great importance to the incoming tenant as well as to the outgoing tenant to have the machinery in good order, the fixed machinery or threshing machines.

4894. In that part of England does the tenant remove those machines or not?—He is not bound to remove them; he can remove them if he likes; but the entering tenant very seldom takes them, which is a very great loss to the outgoing tenant. I have seen a machine, repaired to the amount of upwards of 100 *l.* two years before, sell for 40 *l.* at leaving.

4895. It is a matter of agreement between the parties whether they take them or not; if the incoming tenant does not take them, the outgoing tenant takes them away?—Yes, they do not belong to the landlord generally; the way that the farms are taken it is a very great loss; the tenant says, I would rather have a new machine and my own machinery. I think it is a serious loss indeed.

4896. Then if you are rightly understood, those items you have spoken of, apart from the buildings, and fences, and machinery, amount to 1,120 *l.*?—I decidedly think that the farm would be that much better to the incoming tenant than when it is in the way in which he often receives it, from the land being let out of condition. That is the difference betwen entering upon a farm in a good state of cultivation or a bad one.

4897. The result of this would be what is wanted to be got at in figures; which is this, that according to your judgment this farm of 1,500 acres, with that amount expended upon it, what rent do you put it at?—About 1,500 *l.* a year, that farm I allude to.

4898. £.1,500 a year, with the increase spoken of in the middle of the term, would be worth 300 *l.* a year additional rent when it was at its full swing?—Yes.

4899. At the termination, in consequence as you say of this want of security, it deteriorates so that it is only worth 1,500 *l.* a year?—Yes, that is my opinion.

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4900. Then in your opinion what is the great inducement to the outgoing tenant to alter the mode of his cultivation ?—He saves that expense the last few years, and he considers he gets as good a crop. I have said that sometimes he carries it too far ; the object is to save as much expense and take as much money off the farm as possible.

4901. Would any man holding a farm be content at the end of 21 years to pay 300 *l.* a year more rent for it ; that is, the same tenant ; would it answer his purpose to have laid out these 1,120 *l.* to secure to himself the payment of 300 *l.* a year more rent for his farm ?—If he expected he was to pay 300 *l.* a year more rent, he would rather not improve it to that extent ; he would not improve it to make himself to have to pay it out again so largely.

4902. Then a tenant holding by lease lets his farm fall back that he may not have to pay an additional rent the next 21 years ?—If he leaves the farm it is to save himself, and if to take it again, to make the rent as small as possible.

4903. Then this security of payment would not induce him to keep up the cultivation ; not to go on the same, because at the end of the 21 years, if the farm was worth 300 *l.* a year more, he would be required to pay 300 *l.* a year more for it ?—Yes.

4904. If you were agent would not you ask 300 *l.* a year more ?—That would depend upon other things. If I thought it was worth that, I would ask it.

4905. Therefore to prevent paying the 300 *l.* a year more is a stronger inducement to the tenant to let the farm go back than to save this 1,000 *l.* ?—Yes, he would not improve it up to the end of the lease.

4906. Whether there is security or not, he would not improve to the end of the lease ?—Not to so great an extent, because he would have to pay for his improvements ; that is why I advocate 18 months' notice to quit ; at the end of the lease so many changes take place, the tenant is always preparing for that to save himself, or take the farm as low as he can.

4907. That would be the effect whether there were security for payment at the end of the lease or not, since the increased rent would be more against the farmer than the receipt of the capital ?—The increased rent would be more against the farmer than the saving of the capital.

4908. As to those Durham tenants, you said 200 acres was the average ?—There are a great many of 100, 150, and 300 ; but I am not so confident about the size of the farms there.

4909. You have stated that the grass land is worth about 10 *s.* an acre, and worth 40 *s.* if ploughed up ?—I saw that myself ; when I saw it, it was in a high state of cultivation ; the annual value of the grass land would not be more than 10 *s.* an acre, and the farmers in that district say there is a great deal of it ; the wet gravel is that which I allude to, as ploughing out would not improve the clay. I do not think that I would take it out at all.

4910. And the reason why that grass land was not broken up was, that the landlords would not give their consent ?—Yes, that was told to me.

4911. Is it not a strange thing that the landlord does not like to get 40 *s.* a year rent, instead of 10 *s.* ?—That I think would be an act of insanity.

4912. Are the Durham landlords insane ?—In that point they are, where they refuse such grass land to be broken up.

4913. Where it is worth 40 *s.* converted into tillage, and 10 *s.* in the grass ?—Yes ; the answer I got was, it is old grass land, and neither agent nor landlord will allow it.

4914. Is that a general thing, or an exception ?—I believe it is very general ; they do not draw the distinction.

4915. The tenants would be glad to break it up without any security ; that is not done for want of security ?—With two years' security they would do it ; the draining would cost 4 *l.* an acre, and in two or three years it would then produce crops worth 8 *l.* or 10 *l.* an acre.

4916. The first breaking up of old pasture land is very profitable ?—After the first or second year I have seen it do better ; it may have done badly the first year or two.

4917. It is very profitable in three or four years ?—Yes.

4918. It requires great care not to spoil it by great cropping ?—Yes ; if that land were kept in a good state of cultivation, it would become valuable if it were

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were fairly cropped; if a man were to go and overcrop it, at the end of five or six years it would be of very small value.

4919. That may be one reason why the landlords do not give consent to have it broken up, the difficulty of securing it from being overcropped?—It is the want of knowing the subject.

4920. You have stated that in Northumberland there were some cases where parties had been put out; do you know any cases where farms have been given up in a dilapidated condition to the landlords?—Yes, I have seen some.

4921. Are those exceptional cases?—Yes, those are exceptional cases.

4922. But they must not be taken as the general rule?—Not as the general rule.

4923. In Durham those small tenants that you have spoken of, raised from the labouring class, if there was to be an improved system of husbandry on a large scale those poor men must all be turned out?—They are a very industrious class of people, and could be employed in some way to great advantage.

4924. Your view would be to reduce those men to labourers?—They are very active intelligent men, but they are in want of capital, and therefore they are not the people to carry out those improvements; if they had the land drained by the landlord they could pay good interest upon it by the increased crops; they have not sufficient capital to improve it themselves, therefore it lies as it is.

4925. There is no doubt that if the land were improved, it would be a benefit to them?—Both to them and to the landlord, they would pay more rent and interest upon the money laid out, there would be a considerable addition to their income from the crops.

4926. You were understood to say that this bad state of things in Durham was owing to the want of capital, and not want of security generally?—It is both; sometimes I have spoken to stewards upon the subject, and they say they cannot get any good farmers and men of capital to take the farms. I said to one agent, "Why do you suffer such farming as that"? and he said, "We cannot get better tenants to take them."

4927. On account of the size of the farms?—Yes, and the bad clay land; he said they could not get the farms off their hands. In alluding to the good grass land in Durham, the general custom is there to farm without a lease, and they have no money laid out by the landlord; the estate I allude to as being badly farmed, I know two or three farmers on it whose farms are in the best state; he is an excellent landlord, and will not turn them out or raise the rent. The tenant I have in my eye was offered a few years ago a lease; the landlord said, "You must have a lease, as you are making such great improvements"; he said, "No, I want no lease; I have farmed under your family so many years."

4928. He continued farming as he was?—Yes, without any lease; his land is in the highest state of cultivation; he has no recompense. He says there ought to be leases generally, and to be taken three or four years from the end of the lease, although he himself refused a lease; he says generally there ought to be leases.

4929. Therefore he chooses to act one way and recommends his neighbours to act another?—I cannot reconcile that.

4930. The result of the communication is, that he chooses to occupy one way himself and tells his neighbours to act another?—I have his letter in my pocket to say there ought to be leases, and renewed four or five years before their expiration; I have his authority that he refused a lease from his landlord.

4931. His theory is one thing and his practice another?—Yes, I suppose so, but he farms in very first-rate style; and on the same estate, the farmers having smaller capital farm badly.

4932. Mr. *Newdegate.*] Supposing that a poor tenant had an agreement giving compensation for certain improvements, draining, for instance, would not that induce persons to advance capital to him?—I have said in my evidence that their friends might be induced to assist them; I have known many cases where the friends will join together to support a relative in a farm where they saw they would not lose their money.

4933. And you think that an agreement giving compensation for the large outlay in permanent improvements would give that security, providing it were binding on the landlord?—Yes, I think so, if the farmer were in circumstances

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to pay him anything after paying his landlord; sometimes he is back in his rent, and the landlord would require all the capital of the tenant to secure him, then there would be nothing to recompense the friends; where they saw a man could pay, and he was in such a state with his landlord, they would assist him.

4934. Would not an agreement place him in that position, with proper covenants?—If his rent gets back, and he has to leave the farm before the expiration of the lease, the landlord would come in.

4935. The question refers to a yearly agreement giving compensation for permanent improvements?—Yes; in a great measure it would.

4936. Can you account, then, for the fact that such agreements do not prevail?—It is a new thing, we have never had such a thing, and they have gone on for ages without it, and like everything new, they take it up with great caution.

4937. Then you attribute the not entering into such agreements merely to the fact of their being ignorant of their operation?—I believe so; it is nearly new in our district, and they receive everything new with a great deal of caution.

4938. You spoke of security, and afterwards of 18 months' notice, is that the security which you think desirable with yearly tenure?—Yes; I had occasion lately to lay a paper before the farmers' club on that subject, and I recommended the farmers instead of lease to have 18 months' notice to quit, and to be recompensed for permanent improvements; that is, I think, preferable to a lease.

4939. Then 18 months' notice must be the condition of agreement for yearly tenure?—Yes.

4940. For the current holdings?—Yes.

4941. The tendency of your evidence is to show that in the latter part of the lease the land is somewhat deteriorated?—Yes.

4942. Would not that process go on, particularly during those 18 months, under notice in the case of current holdings?—It would in a measure, it could not go to the same extent; they would not have so long a time to do it as at the end of a lease; they would have only one summer fallowing to come through their hands, that is the only time they have of saving the expense; it is in the cleaning of the fallows that the expense is saved.

4943. Then, in fact, that would limit the means of recompensing themselves to what they could get during the 18 months' notice?—They would not expend any money but what they could have back during the 18 months; they would go on making the improvements, that is, by buying artificial manure, such as they would be recompensed through the additional crop, and by the incoming tenant.

4944. They could only compensate themselves by what they could get out in the 18 months?—Yes.

4945. Might not that system lead to the prospect of the system being continued for some years, and then leave the tenant in a position to be only able to compensate himself by the 18 months' notice; then it would be very inferior to the whole outlay he had undertaken?—For the draining and such like, before the 18 months he would have to be compensated by the incoming tenant whatever he had done; supposing it is eight years, all that he had done previously he would be recompensed for before the 18 months. I would not swamp all improvements made previously.

4946. Then you are to be understood to say, that you propose that the tenant should be repaid in certain proportions for his outlay in the previous years, but that he should have those 18 months' notice to compensate himself for the less permanent improvements, acts of husbandry, and so on?—Yes, and to look out for a situation for himself. Six months' notice to quit is far too short a time for a tenant to suit himself with another situation, because it requires two or three months often before he can get settled with his present landlord, or get a new one, and the tenant is waiting for the settlement to take his new farm, which often leaves only four months to look out for a new farm, which I think too short.

4947. Would not the 18 months' notice tend rather to deteriorate the farm than to give the tenant means of compensating him?—He would save his expenses.

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4948. Would not it be a temptation to increase that saving to the deterioration of the farm?—Yes.

4949. Then would not it be preferable that he should have only to be compensated for his improvements to a later period than would be included in the 18 months?—It would be better for the land and the incoming tenant.

4950. Would not it be as well for the outgoing tenant?—I think he would not be enough compensated; but for all the minutiæ of the expenditure it would be difficult to define which had the benefit of it, the outgoing or incoming tenant, that might make it too complicated.

4951. The further you extend the time back, the greater you would render that difficulty?—Yes, I believe so.

4952. Mr. *Colvile.*] How long do you consider guano remains unexhausted when sown on seeds?—If a tenant were allowed to sell hay, he would recompense himself in two years; in some cases it requires three years before it is recompensed. I have seen it four years.

4953. Speaking of seeds that are mown, how long do you think it requires before it is exhausted; before the tenant is recompensed, taking it exactly, how long is it before it becomes exhausted?—It is effective for two years.

4954. When it is mown both years?—Only one year.

4955. Grazed the one year and mown the other?—Depastured the second year.

4956. Is not the land in a worse state after that guano is exhausted than before?—I have not had sufficient experience to try that, but with soot I have seen it worse, but with guano I have not seen it.

4957. It is not a permanent fertilizer, but a stimulant?—Yes, a stimulant.

4958. Why, then, should the incoming tenant pay for that which he deems rather an injury than an advantage?—He has the hay upon a part.

4959. You think the extra growth of hay ought to remunerate him for what he pays?—Yes, I think so.

4960. By what power is the thrashing machine worked?—Always by water, where possible; secondly, by steam; and thirdly, by horses.

4961. In cases where they have a steam-engine for the working of the machinery, has not the landlord to pay an extra insurance?—No, I believe not.

4962. It is not the custom of the Northern Insurance Office to demand a larger insurance?—The tenant pays a larger insurance upon the steam-engines.

4963. Does the tenant insure the buildings?—Very often he is compelled to do it in his lease.

4964. It is the common way of letting the buildings that the tenant should insure the buildings?—Yes.

4965. Then any extra cost he has to pay for erecting a steam-engine the tenant suffers from?—The insurance is so small he would be glad to pay the extra insurance. I never heard any objection to that; the advantage is so superior to working it by horses that the tenant would not hesitate to pay 10 per cent. to have a steam-engine erected to his hand.

Mr. *George Turner*, called in; and Examined.

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4966. *Chairman.*] YOU are an Occupier, and also an Owner of Land, residing at Barton, near Exeter?—I am.

4967. You are a Member of the Agricultural Society of England, and a successful Breeder of Cattle?—Yes.

4968. What is the extent of land you occupy?—Between 800 and 900 acres. Above 600 I rent, and 200 or 300 I farm of my own.

4969. What is the usual time of the year for giving up farms in the county of Devon?—Lady-day; sometimes at Michaelmas; it varies, but it is either Lady-day or Michelmas.

4970. In a Lady-day holding, does the tenant have the way-going crop?—No, he has nothing after he quits his farm, he gives up everything when he leaves.

4971. Who puts in the wheat?—The incoming tenant generally. There is a provision made for the incoming tenant to come in and sow so much wheat.

4972. Does the incoming tenant plough up the wheat eddish?—Yes, where there is a lease to that effect, it is generally provided.

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4973. You say that sometimes, by lease, the incoming tenant has a right of entry to put in the wheat crop; how is it if he has no agreement; how is it by custom?—There is no custom to give him a right at all.

4974. Is land generally held by agreement and not by the custom of the country?—It varies so much as to the holdings in Devonshire that you may say there is no general custom in the county with respect to that.

4975. Has the outgoing tenant any claim for improvements that he has made on his farm?—None at all.

4976. For cake purchased for the food of cattle?—No, I believe it is never recognized on that principle in our county, except by special agreement.

4977. In your opinion is the tenure of land in your part of Devonshire such as is not encouraging for the improvement of its cultivation?—I think it is; I think if proper encouragement were given and a better mode of tenure existed, or some legislative enactment was passed, that the land could be vastly improved in the county of Devon.

4978. You hold land under lease?—I rent 700 *l.* a-year under lease.

4979. You have also compensation for improvements at the end of your term?—I am to have in the new lease; it is a suggestion that was made by myself and some other parties, and the agent is coming into it; he thinks it would be better to bind the tenant to good farming and give him some compensation at the end of the lease.

4980. So that, in fact, you are disinterested in the evidence you give?—I am quite disinterested in the evidence I give; I have no interest beyond the public good; I happen to hold under a long lease, and am to be compensated for any manure I may have at the end of that lease, and the remainder of my farm is my own.

4981. Point out to the Committee what you consider to be the defects in the tenure of land in Devonshire?—A great deal of land in the neighbourhood of Exeter is held on lives.

4982. The Committee do not wish to enter upon the question of church leases, but is the land held on lives to which you refer, under lay landlords?—A great deal is held on lives.

4983. Mr. *Henley.*] Do the occupiers actually hold it under lives?—Not altogether; there is a great deal of land in the county leased for lives. Some years ago I held some land in trust, and do at this moment under a noble lord; he is the owner of the fee simple; I have a lease for life on it, and some part of this property is held on a single life, and at this moment we cannot carry on any improvoments; I cannot say to the tenant, "You do not farm your land well," because he would reply, "I may be turned out at the end of any one year if the life drops," and, consequently, a very bad system of cultivation goes on there; we are almost squabbling about fitting up the buildings; some dispute has arisen within the last fortnight whether the buildings shall be put up in a first-rate way by some arrangement, or whether they shall be put up in the old fashion style that the lease binds us to do. With respect to land held for a single life, when the life becomes infirm, or when illness takes place, the tenant in possession ploughs up all the land and sows it with corn; there is no law to prevent it; I have known many instances of that, and the land gets deteriorated because there is no preventing it; "quiet sow, quiet reap." If you can sow your crop, and the day after it is sown the life dies, you can take it off again, and the land goes on in that state; no land can possibly be farmed worse than it is, and there is nothing to prevent it. If compensation could in some way be insured to them when the life dropped, a better cultivation would take place; it is a crying evil in my neighbourhood, that single thing. Then again, a great deal of land is held under lay landlords for short terms, such as seven years.

4984. *Chairman.*] Have those short terms the effect of securing the tenant sufficiently?—No; in some farms in the former part of the lease, say for three or four years, the tenant improves the land, and the next three or four years he will be exhausting it again; I have a relation who farmed in that way; I said to him, "It strikes me that some of this land could be improved"; he said, "What is the use, I cannot get more than seven years' holding in it; it is to pass into other hands at the death of the life, and I cannot improve it"; I said, "It would be worth more if you could"; he said, "Yes; I could make a couple of hundred a-year more of it."

4985. Would it be desirable to give tenants compensation for draining and otherwise improving the soil?—Yes, I think so; it would be one of the first things to be done.

4986. Is there much improvement of that kind required in your part of Devon?—Yes; there is a great want of improvement, and I have found that farmers are quite ready to invest their money if they get security; I have spoken to many of them, and they say, "If I was sure to get it again, and could get a lease, or get compensation in case anything should happen if I should quit my farm, I should be quite ready to invest every shilling I have got in it."

4987. In some parts of Devonshire the farm buildings are of a very moderate character, are they not?—They are very bad indeed.

4988. You have not, generally speaking, a very great number of good farm buildings in Devonshire?—No; some have been erected by some gentlemen lately.

4989. Is that an impediment to the increased produce of the soil?—Yes; they cannot make the best of the land with bad farm buildings; they cannot farm the land to the best advantage under those circumstances.

4990. In some parts of Devonshire catch meadows may be made at moderate expense?—Yes; there are a great many there already, and more might be done in that way a good deal.

4991. If tenants had a good system of compensation they would be disposed to improve the farms in that way?—Yes, in every way; I see a disposition to do it among the farmers; but there are so many short holdings in Devonshire, and there is such insecurity altogether, that there are not many men who have an inducement to invest their money in that way.

4992. As a practical man yourself, and conversant with the views of a large body of farmers, are you of opinion that they would so avail themselves of this privilege of compensation if the Legislature granted it, and that they would increase the employment of the labourers to any extent?—Very much, I should think; indeed, I have instances of it near me, where men have had long leases granted, and at the beginning of the lease they have improved the land very much indeed. I have been reclaiming some land lately, having taken a new lease in the farm which I rent, at the expense of 20 *l.* an acre.

4993. Mr. *Newdegate.*] What is the length of the lease?—Fourteen or 16 years.

4994. *Chairman.*] With a compensation at the end?—Yes, for manure, and some part of the permanent improvements, such as drainage; my landlord is going to do part of it.

4995. Would anything which increased the employment of labourers be very desirable in Devonshire?—Yes, indeed it would; the better farmer a man is, the more labourers he employs, and the better he pays them; it is generally the bad farmers that pay the worst, and employ the least.

4996. You think that the state of the Devonshire labourer is such as would render it very desirable to find any means of giving him increased employment?—Yes, certainly.

4997. Have you any other observations to make to the Committee?—I received a communication this morning from a very practical man who lives near me, which I can produce to the Committee if desired; but it merely states those facts corroborating what I have stated. There are many instances of tenants having offended their landlords, who have had six months' notice to quit, and who have received no compensation at all, and they are obliged to quit. I know many instances of that taking place in the county, and I also know instances where bad tenants have been obliged to make compensation to the landlord for the bad farming. I think it quite desirable that the law should give the landlord the power of recovery from the bad tenant, as well as the tenant to recover from the landlord.

4998. Mr. *Newdegate.*] You have spoken of leases upon lives; are there any fines upon renewal?—It is generally determinable upon the death of the life; perhaps there is nothing but a heriot, or the best beast is taken by the landlord; the man who holds the fee simple generally steps in, and takes the best beast, and the land is delivered up to him in a very miserable state.

4999. There is the practice of heriots or fines, but not to a great extent?—No, it is not a matter of great consequence; that is the greatest fine imposed.

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5000. Then the evil you complain of is the uncertainty of the tenure?—Yes.

5001. In your case you have proceeded upon a system which mitigates the evil of that uncertainty by giving you compensation for improvement?—Yes, that is the thing that is wanted generally.

5002. And that is done by private agreement?—Yes, that is done by private agreement; but we have many cases where that private agreement cannot be entered into, cases where parties cannot let upon lease; it is required to have some legislative enactment to protect tenants. It is not the good landlords who need to be meddled with, but it is the bad ones, and those who cannot give compensation, who require to be dealt with.

5003. Then it is desirable that the landlord should have the power of giving compensation and entailing the payment of that compensation upon the property; you mean the difficulty arises from the landlords being tenants for life, and not being able to give security for compensation?—Yes, there does want some general legislative enactment entitling the outgoing tenant to receive remuneration by fair arbitration; the matter then would be quite satisfactory, and there would be no difficulty in it at all.

5004. Then you are an advocate for a law which would entail upon an estate compensation not given under the agreement by the landlord or by any possessor?—Where a private agreement is entered into, the law would be of no use; I should wish to have a law made that would give an improving tenant, whenever he quitted his farm, compensation for what he had not had remuneration for.

5005. In default of an agreement from the landlord?—Yes, in default of an agreement of that sort from the landlord.

5006. Would not it be equally just that the law should let the land?—No, I would not have the law let the land; let every man make the best bargain he can with his farm, only do not let him dispossess the tenant without giving compensation for what is in it.

5007. Is not the rent of the farm in the agreement between the landlord and tenant?—Yes, certainly.

5008. Why should not the rent be put on the same footing as the compensation for improvement?—There is a very wide difference between the rental and the compensation for improvement; one is the landlord's property, the other the farmer's.

5009. What would be the practical difference to the landlord if he had to take a less rent or to pay a higher compensation; supposing a landlord to let a farm, and the law to step in and to say, "You shall pay compensation to the extent of 500 *l.*," would it not be the same to the landlord where he was bound to pay that 500 *l.*, as if the law decided that he should receive less rent?—No, I think there is a wide difference; because if the law says you shall pay your outgoing tenant compensation for what he has not derived a proper remuneration from during the time he has occupied that land, the incoming tenant would gladly take it; the better the condition the land is in, the more money the landlord would let the farm for. I have lived long enough to put farms in a very good condition from being in a very bad one, and I should have been the gainer if I had paid a large sum, and had had the land given up in a better condition,

5010. Would not that almost be saying that the law should re-let the land, although at a higher rent?—No; the land is my property; I select my tenant and put a rent that is fair upon it; the law that I want is one to enact that a tenant shall not be dispossessed and have his private property left there for the benefit of another person.

5011. Then you would have the law decide the whole question?—I would have the law merely to say, that at the end of the occupancy proper valuers should be called in to say what that man had done upon the farm, and which he has not had remuneration for, and the incoming tenant or the landlord should be bound to pay over a reasonable and fair sum, which a reasonable, and fair, and honest man should say he was entitled to.

5012. Then if the law does not secure to the landlord an incoming tenant, the landlord would have to pay the compensation?—I never saw a fair landlord that could not get a tenant for his land.

5013. At the same time there is an uncertainty about it?—Not at all.

5014. You do not mean to say that the taking of land at an increased rent is a certainty?—No, not that taking land at an increased rent is a certainty; times may vary, and a hundred things may alter the position of matters. When I took the farm I now occupy, I took it in a very poor state, insomuch that the land, though it is called a good farm, did not grow the first three years more than 20 bushels of spring corn per acre. I took it of course at a less rental from being in such a bad state. At the end of my lease my landlord stepped in, and he certainly was pleased to compliment me, but he said, "You must pay a higher rent." "Very well, how much more"? "So and so." I said, "Very well, I shall take it"; and I shall be a better gainer, and be better able to pay a higher rent now the land is in condition, than I should be able to pay a low rent with the land out of condition.

5015. Supposing that you had declined to give an increased rent, and the landlord would have had to pay you a compensation, he would then have to fish for a tenant?—He would not have much fishing for a tenant for a farm that is in good condition.

5016. Then what is the difference between the two principles; you make the landlord directly liable for the improvement, with the prospect of the increased rental, that is, you make him liable to a payment; what is the difference between making a man liable to a payment, and making him liable to a deduction from his rent?—I think, on the one hand, it is but fair and common justice that I shall not be dispossessed of my property, that is, that I shall not be turned out of my farm at six months' notice without receiving some compensation for the good farming I have bestowed upon it; on the other hand, if I were a landlord I should be very sorry to have anybody interfere with the choice of my tenant, or the direction of my rental, that belongs to myself; the one is a public question, and the other is a private question.

5017. Where is the distinction, or how do you establish a distinction, as regards the landlord?—If I understand the question rightly, it is meant to put the question in this way, that the Legislature has as great a right to choose the landowner's tenant as the outgoing to get compensation from the incoming tenant. I think there is a monstrous difference; in the one case I should be willing, as a landlord, to pay the outgoing tenant, and in the other case, as an incoming tenant I should be willing to pay the landlord; but in the case of its being my own private property, no man has a right to say, "I will choose your tenant, or fix your rental, or separate, as I think, the estate from the owner;" on the other hand, too, if you suffer the land to be deteriorated and out of condition altogether, what does it pay for some years; it is just like a horse almost worked to death, it takes a monstrous time to get him fit for work again, and so it is with land out of condition.

5018. Does not the difficulty arise here, that you assume that the capital has been laid out; if notice has been given to the landlord that the capital was to be laid out, would not it then be just, and only then just, that he should be rendered liable for the re-payment of it?—I would give the landlord notice of the improvements wanted to be done.

5019. You wish to see a system established by which, after due notice to the landlord of the outlay of the capital, the tenant shall have the power to regain so much of that capital as is unexhausted in improvements?—Yes, exactly so.

5020. Mr. *Henley.*] This land you have spoken of as being held on lives in Devonshire, is that any considerable portion of the county?—It is a good deal here and there scattered about; I know a case of a man the other day, a farmer in the western part of the county, that held some land under a noble lord, and his brother told me that the life being a lingering one on the farm, his neighbours lent him horses and ploughs to plough up all the land.

5021. Was that land originally on three lives or one life?—Originally on three lives.

5022. It is now under-let to the occupying tenant?—This is under-let, but it is the same with the leases; I let mine to under-tenants.

5023. In those cases where the land is under-let, generally speaking, is the occupying tenant paying a highly increased rent for it?—No, he will not pay the rent that ought to be paid upon it, because of the uncertainty of the tenure, nor can he farm the land in the way it ought to be farmed, from not being entitled to any compensation when the life drops.

5024. Then the Committee are to understand that the lessees for lives are under-letting

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under-letting this property, without making any profit upon it?—I am letting some property now for a great deal less money than it would otherwise let for.

5025. The question is, whether the land now held by lessees for lives, and under-let, is under-let by them at a greater or at a less rent than that which they are paying to the head landlord?—They are not paying to a head landlord at all, it is held for a life.

5026. They pay something?—No, they pay no rent at all, they have held it 20 or 30 years.

5027. Then if it had been granted for lives they must have paid a fine at the commencement?—Yes; they put in three lives; it is a very common plan in Devon; a nobleman has the power under the settlements to lease certain portions of his estate for three lives.

5028. Then if this is granted for three lives, a fine having been paid at the commencement, there is no rent taken year by year?—None at all.

5029. In your judgment, at the termination of those holdings, who ought to pay the tenant-right?—The person who becomes the possessor of it at the end of the term.

5030. That is to say, the landlord who has been receiving no rent at all for 20 or 30 years from the tenant, you would saddle with the payment of the tenant-right?—I would only saddle him with the part which the incoming tenant would fairly and justly be entitled to pay for. As to buildings, and all that sort of thing, I would only let him pay, having due notice to repair or erect a building at all, or only a certain portion.

5031. What certain portion should you think just to be paid by the fee-simple landlord, he having had no voice whatever, nor anything to do with the land during the three lives?—I would give him the same voice as other landlords.

5032. But he has no voice by law?—I would give it to him.

5033. You have stated yourself to be a disinterested witness?—Yes.

5034. If all other parties were in the same position as you are, then you think they would have nothing to complain of?—Of course they would not, if they were in the same position as I am.

5035. Your condition being that of holding under an agreement for 16 years?—Yes, with compensation at the end of the term.

5036. Which was done by agreement between you and the landlord?—Yes.

5037. In Devonshire, if the tenant of a Lady-day holding sows wheat at Michaelmas, on quitting the farm at Lady-day, is he entitled to receive anything for it by the custom of the country?—No, he does not sow it.

5038. If he did sow it, he would be entitled to nothing?—Of course he would not do it.

5039. That is the custom of Devonshire?—Yes, the incoming tenant steps in to sow unless there is a private agreement that the outgoing tenant do it by being paid for it.

5040. Would not the same common law step in, that where a man sows he mows?—No, it is not the custom in Devonshire.

5041. You are quite sure of that?—Yes.

5042. Mr. *Colvile.*] On which side of Exeter do you live?—On the Plymouth side.

5043. What is the ordinary course of farming in your part of Devonshire, not on your own farm?—It varies very much; it would take a great deal of time to describe it. There is a great deal of good farming in the neighbourhood of Exeter, and a very great deal of bad.

5044. Is not the ordinary course of farming this, that they break up land, take as many white crops as they think proper, and let it lie down till the natural fertilities of the soil are restored?—It may be so in some isolated districts in Devonshire.

5045. The manure becomes the property of the landlord?—Yes.

5046. When the tenant leaves his farm?—No, where they are tenants-at-will from year to year, the tenant is subject to six months' notice; and whenever the six months' notice is given, there is an auction, and the tenant sells off everything.

5047. He is allowed to sell the manure as well?—Yes, at least they do it.

5048. According to the custom of Devonshire, are they allowed to sell any part of the produce off?—There is no agricultural custom existing scarcely in the county there; they vary so much it would take a great deal of trouble to define them.

5049. Is not the custom that they are allowed to sell the reed, but not other straw?—By lease.

5050. By agreement also?—Yes, by agreement, that is generally the case; they are not allowed to sell hay or straw, the covenants restrain them; but they sell reed.

5051. Then the custom is, that a tenant when he is going out never sows wheat himself but by agreement; on the custom of the country the incoming tenant may make a breach for wheat?—By agreement; but not by the custom of the country.

5052. Have you any custom as to machinery?—No.

5053. Not as to threshing machines?—None at all.

5054. There is a great deal of cider made in Devonshire?—Yes.

5055. Is there no custom as to cider presses?—Sometimes they are the property of the tenant and he takes them away; if not the property of the tenant, he leaves them.

5056. Is the cider press considered a trade fixture or an agricultural fixture?—It is considered, I suppose, as a trading fixture, because it is just in this way, if the tenant puts it up, he takes it away; if it is the landlord's property, it remains there.

5057. Then there is that distinction between a threshing machine and a cider press, that the tenant could take the cider press away, but not the threshing machine?—Yes; and if it is his own property, if he put up a threshing machine, he could take it away.

5058. But it is a part of the freehold?—It is not a part of the freehold.

5059. You say that you are a landlord as well as a tenant?—Yes, to a certain extent.

5060. Will you say what form of agreement you give your tenants?—What little property I let was let previous to its coming into my possession, and it was let in the common ordinary course of agreements; there was nothing special about the matter.

5061. You do not give your tenants security, though you say it is desirable that they should have it?—I wish the law to do it; and I am willing to grant a lease that would give security.

5062. Are your lands let on lease or yearly tenancy?—On lease; and I would do it for this reason, that it would be beneficial to everybody, the community would derive one-third more produce.

5063. Then is there any objection to giving a rider to the present lease, to give security at the determination of it?—No; I am ready to do it.

5064. Have you not a draining company in your neighbourhood?—Yes.

5065. Do they not drain for the tenants where they have security; have they not some such clauses in their rules?—I do not know their rules.

5066. Is it the fact that if the tenants have security, that this draining company will drain for them?—I do not know that they would, without being paid for it.

5067. They would lend them money if they had security for it?—I do not know how that is.

5068. Do you know any farms where security has been given?—Yes; very few.

5069. You do know of some?—Yes.

5070. Is not it the custom in Devonshire to let farms by tender?—Yes.

5071. Do you know in any of those farms where security has been given, and they have been put up to tender, whether they have been let at more or less rent than previously?—I cannot say at the moment; I know where security is about to be given a tenant will take a place with very great avidity.

5072. That is a great test of the advantage of security to the landlord?—I am quite satisfied if security of tenure were given, and compensation were given, the landlord would generally let the land for more money at the expiration of the lease; in the event of short leases, one half of the lease is taken up in improving, and the other half in injuring the land.

5073. You cannot give any case where the landlord has given security, and at the expiration of the tenancy the farm has been put up to tender?—That practice being so new, I cannot speak to that.

Mr. *Jeremiah Smith*, called in; and Examined.

5074. *Chairman.*] YOU reside at Springfield Lodge, Rye, Sussex?—Yes.

5075. You are a landowner and occupier of land?—Yes.

5076. What is the size of your farm?—In occupation, upwards of 6,000 acres, and I own upwards of 1,300 acres; I occupy, in the whole, upwards of 6,000.

5077. What is the usual time for giving up land for outgoing tenants in the Weald of Sussex?—Michaelmas.

5078. What are the terms of arrangement between the outgoing and incoming tenant?—As to the notice of quitting?

5079. As to the terms of valuing between the outgoing and incoming tenant?—We have a custom existing in our neighbourhood of full and half manures.

5080. By the custom of the country, when is the outgoing tenant entitled to compensation for full manures?—The unexhausted manure on the farm, the manure that has not been used; that is termed full manure; but the manure which has been applied the year before, and from which various crops of different kinds, and of a fair nature have been taken, that is called half manure.

5081. The full manure will not have been applied to any crop at all?—No; that manure is exposed to view.

5082. You mean, by full manure, the dung in the yard?—Yes; everything exposed upon the farm in the shape of manure is termed full manure.

5083. Then is the half manure paid for equally, whether it has been applied to a crop of corn or to a crop of turnips?—No; the parties who are called in to adjust the compensation, value it as between outgoing and incoming tenants.

5084. It is upon a different principle, whether the manure has been applied to green crops or white crops?—Yes; there is a difference whether it is purchased manure or manure made on the farm; those matters are taken into consideration by the valuers, and, of course, the nature of the crop taken from the soil; one crop would draw more largely upon the manure than another, and the gentlemen called in to judge of that, adjust the matter between the two tenants.

5085. Do the valuers value the full manure differently according as it has been made?—Of course; if this yard manure is made in a yard used for the fatting of cattle, the valuer will place a different price upon it from what he would do if it was merely a straw yard in which the cattle had been fed upon straw only.

5086. Can you state what is the difference of value between the worst kind of manure and the best?—I am not in the habit of valuing; I can form my own idea when I go over to take a farm; but I am not in the habit of striking a value. To say I do not know what the value is between the two, I should not say the truth; but that is not a portion of my business.

5087. Would one load of oil-cake-made manure be worth two of mere straw?—Yes, I should say more than that; I should prefer one good load of rotten oil-cake manure to three of common straw manure, and I do not know whether I should not say to four of the other.

5088. Are bones used in your neighbourhood?—Very little.

5089. Is rape cake used?—Yes, and nitrate of soda, rags and guano.

5090. Are they all allowed for?—Yes, according to their relative value as to the length of duration in the soil; for instance, rape-cake is considered more lasting than guano, rags again longer than guano, and of course the gentlemen who come in to make the valuation are quite competent to judge what is right and fair between the outgoing and incoming tenant.

5091. Are those valuations made easily without giving rise to much dispute?—There is no dispute at all.

5092. What class of men are the valuers employed by the farmers generally?—Men of the first respectability.

5093. Practical men?—Yes, practical men, men of the first respectability; they are men of character, all of them.

5094. They go by some general rule they have found suited to the neighbourhood?—They are practical men, and they of course vary with the times. Guano is of recent introduction, nitrate of soda has not been applied many years, but practical men soon learn the value of them on the different crops; when the gentlemen meet together they consult, and they soon ascertain the relative difference of one from the other, and in that ratio they charge to the outgoing tenant and incoming tenant.

5095. Is chalk used in your neighbourhood?—No, not at all in my district; it is in the county 40 miles further down westward.

5096. Is it compensated for?—I have no doubt of it; it is considered very lasting.

5097. Has draining been found necessary in your neighbourhood?—Yes, and it has been done to a great extent.

5098. Is that compensated for?—Yes, that is a point that every man knows, too, in valuing the giving compensation for draining more than any other point almost; that I consider to be a matter very desirable.

5099. What is the term of years generally given for draining?—I should say from 10 to 16 years; I should say the permanent draining; the opinion generally goes from 10 to 20, that is a vague opinion. My idea is, that compensation ought to be given to 14 years for permanent drainage, one-fourteenth part to be deducted every year.

5100. You have no compensation for building?—None; we consider that buildings erected on the estate become part of the fee of the estate; that is the common law of the land, and we know nothing to the contrary.

5101. In some parts of the Wealds of Sussex the buildings are not of the very best quality, are they?—In my district they are; as you get further west they are not so good; ours are generally in a very good condition, but they are capable of much improvement. My opinion is, that buildings are things which ought most certainly to be encouraged to be erected, and which could be done by proper protection in this way, that if the landlord did not like to take the buildings, he should allow the incoming tenant to take them, or the outgoing tenant to remove them.

5102. What materials are they made of?—Brick and tile, and timber, with us.

5103. As a very large occupier of land, should you say that good farm buildings are essential for improved farming by conducing to the thriving of the stock?—We cannot farm without; it is impossible to do so. I can only say that I have one estate which I took some years ago, which was without a stable or oasthouse, and I erected the whole of the buildings which were necessary, and ran the risk of what was to come after. I did that at an expense of 800 *l.*

5104. You think, that though you considered it expedient to run that risk, it is a risk which you ought not to be compelled to run?—No, certainly not; I ought not to run the risk. If the landlords sent over their stewards, and were satisfied at the end of the term that the buildings were necessary, there would be no difficulty in adjusting the matter. If the buildings were left to the tenant to erect such as he thinks necessary, and he had the privilege of removing them at the end of the term, or yearly occupancy; if the landlord will not take them, let him offer them to the incoming tenant, and if he will not take them, let him have the privilege of taking them away, and there would be no fear of the tenant erecting unnecessary buildings; now, if he erects a building, he is at the mercy of the landlord.

5105. You have described the system of giving compensation for various manures in your neighbourhood; has it a good effect upon the farming of your neighbourhood?—It has a very considerable effect; on those estates where this kind of understanding has been encouraged, they have been improved much faster than others where landlords have held aloof from the matter; there has been no such improvement; we could not compel our landlords to enforce this compensation where they have an objection to it; it is the custom of the neighbourhood, but there is no law to enforce it. There have been cases where confusion has been created; not very often, but it has been so.

5106. But where the right is admitted, there is no confusion in adjusting it; but where the right is disputed, then that confusion is produced?—Yes, the landlord says, "I know nothing but the law of the land," and if you get a tenant who says, "Well, I shall take no more than my landlord will take of me when I leave," there comes a difficulty.

5107. Where the right is admitted by the landlord, and it is a mere matter of settlement between the outgoing and incoming tenant, it is perfectly easy?—Perfectly easy; there is not the slightest difficulty, and there the estate is improved considerably.

5108. Can

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5108. Can you speak positively as to the high state of cultivation that prevails in those cases in your district?—All the estates that have upheld this principle improve faster than the others.

5109. And those estates are in a satisfactory state for the landlord and for the tenant?—Yes, and the rents have improved very considerably too; it must fall back into the fee of the land, the buildings, and the employment of manure; it must come to the entire benefit of the estate ultimately.

5110. You can speak positively that not only the farming has been improved and the farmers have done well upon this system, but that the landlords have done well too by receiving an increase of rent?—Yes, most assuredly; in some instances almost double, and the tenant has thriven too; wherever the tenant does well the landlord does well; where the landlord is disposed to grind, the tenant does not well, nor the landlord; the more liberally the tenant is treated the more confidence he has; and if there was a law so that there should be no difficulty in quitting, the district would improve much more than it has done, though it has improved so largely.

5111. If you heard that any landlords were apprehensive that their tenants under compensation would put too much manure into their land, and saddle the properties with high and speculative charges, should you consider that apprehension a visionary one, speaking from your experience?—So far as manure is concerned no man can ever dream of such a thing.

5112. You have never heard any landlords complaining of undue and extravagant expenditure of capital on the part of the tenants?—No, I have heard the other side a thousand times.

5113. You have chiefly heard the landlords complain that the tenants have not expended enough?—Yes; where the custom of the country is upheld we find they get a better class of tenants and that greater improvements are made.

5114. Mr. *Newdegate.*] You have been speaking of customs; do they prevail only in certain districts?—They prevail in our neighbourhood to the extent of 40 miles.

5115. They do not have the force of law?—None whatever, that I know of; that is what we are seeking; it is the want of the force of law that creates the difficulty; we have no law, we have a custom that honourable landlords uphold, but if you get a landlord not disposed to uphold that honourable understanding, the law is dead against you.

5116. Then the custom is not sufficiently acknowledged to have the force of law?—No, not at all; when you go into a court the law is against you.

5117. You spoke of draining, and you proposed to spread the compensation which you think should be given for the draining over 14 years?—Yes.

5118. What would be the prime cost of the draining, that is, the original outlay for draining?—That would depend upon what materials you use, whether first, second, third, or fourth class tiles, and what depth you are going to, whether three, four, or five feet.

5119. Would the average cost be about 4 *l.* an acre?—It depends upon the thickness you lay them; I have some land I have drained 20 feet apart.

5120. What would be the cost there?—Our cultivation is a little different from many counties; we have a great many hops, and we do it thickly; we look at what it will cost us a rod.

5121. How many years does it take to remunerate you for the draining that you have described in your hop ground?—Fourteen years, deducting one fourteenth part every year, and at the end of the 14 years it becomes the property of the landlord.

5122. How long does it take to compensate you in the value of the crops?—I say 14 years; I am ready to give up one-fourteenth part every year, and at the end of the term the permanent draining would sink into the hands of the landlord.

5123. The Committee have had a great deal of evidence as to draining, and generally the term which will compensate the tenants has been placed at seven years. In the case of a hop garden, that is perhaps the most valuable of all land, if it is worth while draining, do you not conceive that the tenant is paid for draining that land in less than 14 years?—I apprehend that the terms now spoken of, of seven years, would be where the landlord finds the tiles and the tenant finds labour. At the end of seven years I should be compensated for my labour, but not for my labour and the tiles too. This draining I speak of would stand as sound at the end of 30 or 40 years as it would at the end of 14 years, and be nearly of the same service to the soil.

5124. You have mistaken the question: the question was not for how many years the draining would stand good, but in how many crops the tenant would be repaid the capital he laid out in draining?—I say 14 years.

5125. Mr. *Henley.*] The Committee are not to understand that there is any custom, but that it is a private agreement between landlord and tenant, by which those payments take place?—There is no private arrangement in particular; it is a generally understood thing in the neighbourhood that such a custom exists.

5126. Which is not capable of being enforced except by custom?—No.

5127. Will you inform the Committee what are the customs that can be enforced; who does the manure belong to upon the farm?—To the tenant.

5128. If a tenant goes away and the farm is not relet, what can the tenant do with that manure?—Nothing at all; he cannot take it off; it must remain then the landlord's property.

5129. Would it remain without being paid for?—If the landlord chose to take it.

5130. Then it is not the tenant's property?—Yes, it is, because the landlord has permitted him to take it and pay for it; he cannot, however, remove it. Again, there is the evil with respect to admitting tenants; the landlord makes his choice of his tenant when the outgoing tenant is leaving; and it may be that the incoming tenant, at the commencement of the term, when he pays yearly, is not in a position to pay the compensation; I have made my arrangements perhaps with the property of my produce, which I am to receive from this farm, to go and take another; but, perhaps, from the default of the person not paying me, I cannot fulfil my agreement; he goes back in his rent, and the landlord says, "I will have my rent;" and he distrains for the rent, and leaves me, in order to obtain my money from the incoming tenant, to follow him in course of law, to recover his incoming and my outgoing amount; that is a very offensive and annoying thing; that happens, however, occasionally, though not very often.

5131. That is a case that has occurred where the landlord has not interfered between the two tenants?—Yes, where the landlord will not acknowledge anything of the kind, where the landlord chooses his own tenant, and he will not interfere with the custom.

5132. Is there any custom between the outgoing and incoming tenant in your neighbourhood at all that can be enforced by law?—None that I am aware of.

5133. What is the custom with regard to acts of husbandry; what is the holding?—Michaelmas.

5134. Is there any act of husbandry with regard to turnips, for instance?—Ours is not a turnip district; we have a custom so far, that we get the ploughings, the sowings of the seed, and the dressings, which are taken in the enumeration of the valuation from the outgoing to the incoming tenant.

5135. By law, if a tenant has to work his fallows, and sow grass seeds, and do various other acts of husbandry upon the farm, and went away at Michaelmas, he would have no claim by law upon the incoming tenant?—I am not a lawyer, but I believe there is no claim by law; but I have very little doubt we should get it given by a jury of the country, and we should show that we have the common understanding; that of course is a very litigious and very expensive process, and it is a position we ought not to be placed in; we only ask for a just right for our property; I contend, and know it from experience, that the landlord's property is benefited by our exertion and expenditure.

5136. If a jury would give this matter upon the custom, though it is not the written law, it has the same effect as law?—Why should we be placed in a position to appeal to a court for common justice?

5137. Go step by step; you were understood to say that there is a custom?—Yes.

5138. Then upon subsequent examination you say that custom is only by a sort of tolerance of the landlord, and now you say it would be enforced by a jury?—In case you get a landlord not disposed to acknowledge the custom, and a corresponding incoming tenant disposed to give all the annoyance he can, your only resource is an appeal to a jury.

5139. Then if a jury would sustain the custom, it shows that that custom has the

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the force of law, and therefore for all practical purposes it is the same as law?—It is so; that is the sense of the country; but by law we cannot carry into effect the sense of the country, and we cannot get our rights without being placed in an improper position, and at great expense.

5140. Do you know whether there have been any cases in which this payment for manure has been enforced in a court of law?—No; it has generally been settled by arbitration.

5141. If a person would not consent to have it arbitrated upon, do you know what the course would be then?—Some two or three years back there were some cases.

5142. Where the parties recovered?—No; for the last ten years there has been nothing of the sort attempted in court; it has been generally referred to arbitration. There was a case in my neighbourhood this last year, in which the incoming tenant objected, and the landlord would not interfere, and the matter stood over three or four months; and it was at last left to a reference, and they adjusted it.

5143. The arbitrator would have only to ascertain the amount?—Pardon me; they ascertained what the amount and value is in the property that the tenant ought honestly to pay.

5144. That would be as to the amount; but whether he had a right to pay anything is another question?—That is the question; I am not a lawyer.

5145. With regard to those cases you spoke of as occurring 10 years ago, and which went through a court of law, if something was recovered there, that would establish the custom?—They did recover in those particular cases, as far as it went; but they got only a portion.

5146. That was as to the amount?—Yes, as to the amount.

5147. Do you know what was established by that decision?—No, it was not a matter that I was interested in; I know they took up some six or 12 months, and of course there was a great deal of moving about from place to place, and it was some time before the thing was brought to an issue.

5148. If the thing had been recovered by law, that would have established the custom?—Yes; they only established certain points. I cannot say what points have been established. I can only speak of the question that took place in one of the parishes in which I was an owner and occupier last year; the party would have had recourse to law then, but the thing was better understood, and they called in parties to arbitrate to prevent going into court.

5149. Then is it the duty of the arbitrator to say what is the amount or what things are to be paid for?—Those things which are to be paid for, and the amount.

5150. Both one and the other?—Yes, both one and the other.

5151. Both to settle the custom and the amount to be paid under the custom?—Yes.

5152. That was settled by the consent of both parties?—Yes, after a great deal of correspondence and difficulty.

5153. To prevent the going to law?—Yes.

5154. You have told us that you took a farm without buildings upon it, and put up buildings; was it a farm taken under lease?—Yes.

5155. And being destitute of buildings, was it taken at a low rent?—It was taken at the full rent of the period.

5156. Was the farm in a good or bad condition?—In a bad condition; I expended 50 *l.* an acre to reclaim some of it.

5157. What was the nature of the reclamation?—Draining and grubbing bogs.

5158. And at a cost of 50 *l.* an acre for draining?—Yes, and clearing and grubbing.

5159. What was there upon it to be grubbed?—Wood, and what is generally in bogs.

5160. Timber or underwood?—Brushwood.

5161. What was the value of the brushwood?—Not a farthing.

5162. And 50*l.* an acre was expended in reclaiming that land?—Yes, and rather more.

5163. What is the value of the land now, speaking of the land that you laid out 50 *l.* an acre upon in reclaiming; what is the value of that land now to let per acre?—Between 2 *l.* and 3 *l.*

5164. Fifty

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5164. Fifty shillings, or under 50 *s.* ?—I can answer the question; it is over 50 *s.* I am the present tenant.

5165. You say it was planted with hops?—Yes, the following year.

5166. Is the planting of hops included in the 50 *l.* ?—No, it had nothing to do with the expense of planting the hops.

5167. What was the land worth before you planted the hops after it was reclaimed to let, per acre; that is, after your expenditure, before you planted any crop upon it, what was it worth to a tenant per acre to rent?—I should say 50 *s.*

5168. What was the nature of the soil?—It is a fine deep loam.

5169. Is it titheable?—Yes.

5170. There is a tithe to be paid in addition to the 50 *s.* ?—Yes, there is a tithe of more than 1 *l.* an acre.

5171. That would be 3 *l.* 10 *s.* ?—Yes.

5172. What rent did you pay for that land before you began to lay out the 50 *l.* upon it?—I took it in common with the farm.

5173. How much an acre; did you value it at anything?—No; it was not worth anything.

5174. It was thrown in with the rest?—Of course it was my business and my occupation. I valued it at nothing; it was worth nothing; in fact, it was an incumbrance to the estate; the brushwood was 13 or 14 years old, and not worth a farthing; I put it all into the first tier of drains. It was charged to the rates and to the common charges of the parish, and of course it was open to a certain degree of tithe, and I put the whole into cultivation. It was a nuisance to me when I took it; there were all those charges upon it in common with the rest.

5175. You say it was liable to certain payment of tithe?—Yes, a very small tithe indeed was put upon it.

5176. If it was only liable to a small tithe; the parson only had a tenth?—That was a matter of agreement.

5177. He is only entitled by law to a tenth?—Yes.

5178. If the parson's tenth was worth something, the remaining nine-tenths was worth something to somebody else?—No, you do not understand me. I say it was liable in common with the rest of the farm; there it was; there was a certain plot of land, and it was all taken into consideration as regards the rates and tithes of the parish; it was worth nothing to me, I know nothing of what they put upon it; there was so much put upon the farm in common.

5179. Your answer was, or your statement was, that it would pay something in tithes?—It was liable; it could pay nothing, because there was nothing grown upon it.

5180. There was wood upon it?—It was worth nothing, but merely the chopping off; it was impoverished with wet, and overrun with grass.

5181. It is worth 50 *s.* an acre per year now, 50 *l.* an acre having been expended upon it?—Yes.

5182. In how many years do you expect to be repaid for that?—I have been paid for it years ago.

5183. By planting hops?—By my mode of cultivation; which was planting hops.

5184. How long have you held the land?—Fifteen or 16 years.

5185. Have you had any claim upon the landlord for anything?—No, the draining and everything is sunk into the estate, and the landlord has got the benefit of it; we have agreed upon the marsh land, and the buildings are all sunk into the land, and I am paying an increased rent, and I have given up all my buildings, and I did it only from the encouragement of cultivation, because my hands should not be tied; that farm produces three times what it did 15 years ago, and I am employing six times the number of hands. I pay an increased rent, and I have been well remunerated.

5186. Is there much land capable of being made worth 50 *s.* an acre now lying waste in your neighbourhood?—No; ours is a very splendid district; there has been a great deal of land reclaimed that has been worth little or nothing; it has become much improved.

5187. Is there much land in the neighbourhood that you are acquainted with, upon which it could be necessary, under any circumstances, to lay out a greater amount than 50 *l.* an acre?—No, that is an extreme case.

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5188. That being so, you having as a good tenant been willing to lay out that money upon a 16 years' lease, have been repaid many years ago?—Yes, several years, on that particular outlay on that particular spot.

5189. If it has been so satisfactory to you upon that mode of private agreement, why could not it be extended to other parties?—It is the only thing wished for, that there should be a protection given, so that the tenants could be satisfied that they would be remunerated when they left the farm; if they did not have a lease, which is a further stimulus, though not a sufficient stimulus, then I have no doubt large improvements would go on.

5190. You were satisfied to lay out this extreme expenditure upon a lease?—Yes, I could see my way clear that it would repay me for what I have laid out; it was a speculation I took up, and it answered my purpose.

5191. Being an extreme case, why should not other parties be as well capable of guarding themselves in outlaying their capital as you have been in outlaying yours?—The nature of our occupation is by the year generally.

5192. If parties choose to take leases, and the landlords choose to grant leases, the tenant could be protected, and the landlord could give him the protection necessary?—The landlords in our district are not disposed to give leases; this is the only occupation that I am now alluding to.

5193. The reason is, that the landlords are not willing to grant the leases; not that it would not secure the tenant if they chose to do it?—It would not secure the tenant unless they made a special agreement.

5194. If they chose to make a special agreement, he could do it?—Of course he could; but as the law stands, I may say very few men would be mad enough to go to the expense of laying out their capital.

5195. Can you point out to the Committee any advantage, and if any, what advantage there is that would exist by legislation, over private agreements?—I am quite convinced in my own mind that if the law of the land only gave a just and fair remuneration from the outgoing to the incoming tenant, to be adjusted by respectable people in the district, that the under-draining and the general improvement of the county, so far as additional manure and various other matters of that kind are concerned, a very large quantity of labourers would be employed upon the property, and larger produce would be taken from the soil; there would be a very great improvement going on; no man can tell the extent it would go to. I admit that where we are living upon estates, and where the farms are held with confidence, and where there is a good understanding between the parties, there the improvements are going on, and the produce does increase; if it became the law of the land, the improvements would go on at a very rapid rate.

5196. Can you point out to the Committee any advantage, and if any, what advantage there is that would exist by legislation over private agreements?—I consider that legislation then does away with all confidence as to any particular acts of A. and B. It is the common law of the land, and every man has the law to look to; if he knows he has protection in laying out his property, it becomes an A B C thing.

5197. You would have no more protection then than there is now, where an agreement is made?—There are no agreements; our general letting is a yearly occupancy; there are no special agreements.

5198. If there were special agreements the tenant would be as well protected as by law?—No, I should say not.

5199. Why not?—Because you get one landlord disposed, perhaps, to grant them and to go into these agreements, and another will not, hence there comes a stopper to improvements; but if it was the law of the land, the general improvements would go on.

5200. That only applies to cases where there is no agreement; my question to you is, where there is an agreement why could not the tenant be as well protected?—You cannot get all landlords to grant an agreement; I want the land to be going on improving simultaneously.

5201. In your opinion should the law supersede private agreements?—The way I should answer that question is this: if the law of the land was that a man should be compensated for what there is upon his property, which shall be decided to be an improvement, and shall be beneficial to the estate, by impartial people, then it is much better for the common law to admit that it does away with any difficulty of making any private arrangement whatever, and then there can be no difficulty if I throw myself into the hands of an indifferent person; I can have no advantage nor have a right to take advantage of my landlord, nor can he take advantage of me, if he throws himself into another man's hands; that is the fairest way; and the opener it is left the more generously and liberally people will be treated.

5202. Those dilapidations on the farm are to be a set-off against the improvements?—Yes; they ought to be fairly taken into consideration, and no honest tenant would object to that. That ought to come in in the question in regard to the buildings. Of course the question of dilapidations would come as an off-set in the case of the buildings; any permanent buildings a tenant places up, the dilapidations would be a deduction against them; in the same way it would apply in striking the valuation for crops and manure most assuredly; no tenant should be allowed to outrun a farm unfairly and unjustly.

5203. Should the amount be ascertained by the capital expended by the outgoing tenant, or the advantage to the incoming tenant; that is, should the principle of payment be the capital expended by the outgoing tenant, or the advantage to be derived by the incoming tenant?—You cannot tax the incoming tenant for what there is not in or upon the soil, but what there is before the eyes of the valuers they will put their price upon, and then in striking value they will consider what the outgoing tenant has taken the crop from; they can only judge by the expenditure the outgoing tenant has been put to, and then they will make their deductions and draw the balance of what the incoming tenant is to pay.

5204. Should the incoming tenant pay for any capital expended upon the land from which he would derive no benefit?—Certainly not; the incoming tenant should not be taxed for anything the outgoing tenant has paid, from which he, the incoming tenant, would derive no benefit.

5205. Then the principle would be the value to the incoming tenant, and not the amount of capital expended by the outgoing tenant?—He would have to pay nothing for that which he did not receive a benefit from, but which the outgoing tenant had derived the benefit from. As to the half manure, he would pay what was shown to be right, according to how much of that manure still remained in the land unexhausted, and according to the idea of the valuers, who would say what they thought to be right and fair for the incoming tenant to pay; that is, his proportion where the manure was capable of producing another good crop; he ought to pay for it.

5206. You say that drainage ought not to be considered exhausted in less than 14 years?—Our permanent draining would stand 30 or 40 years.

5207. You have stated that the tenant who drains land should not be entitled to receive payment after 14 years?—No; I said if the tenant finds the tiles, and does all the labour, and parts with all his money, he should take off one-fourteenth part each year, and at the end of 14 years it should become the landlord's.

5208. After 14 years he would be entitled to receive nothing?—No.

5209. Upon what principle do you come to that conclusion?—Because the tenant would have been fairly compensated.

5210. How do you calculate the tenant's compensation?—I am sure I do not know, except by my experience.

5211. You say you have arrived at that conclusion; you must have had some ground of calculation?—My experience has told me that at the end of 14 years the tenant would be compensated for his outlay.

5212. Do you calculate it by a certain per-centage upon the capital, or a sort of sinking fund to repay the capital?—If you place a tenant in possession for 14 years he will get crops in those 14 years, which will compensate him.

5213. If in the judgment of the valuer the improvement of the crops in seven years gave the tenant a fair trading interest upon his capital (and a sinking fund to replace his capital), would not his interest be at an end?—If the question is left open, of course; the mode of draining varies very much; I am speaking of the most permanent draining we have in the district; we have other draining, that at the end of seven years would be a compensation; and when the valuers go over the estates, of course they are very minute and careful in ascertaining in what mode the drainage has been done, and then, from the expenditure and nature of the draining, they can come to a fair conclusion of what the incoming tenant or landlord ought to pay.

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5214. In no case does it run longer than 14 years?—No, I am speaking of the best and most costly drainage.

5215. You have stated that the incoming tenant ought to pay for everything he derived an advantage from?—Certainly.

5216. Permanent drainage, executed in the best manner, is of considerable advantage beyond the 14 years?—Yes, it would be an advantage for 30 years.

5217. Why is not the incoming tenant, upon that principle, to pay for it?—Because the tenant would be compensated in the 14 years, and therefore it would not be right or just for a tenant to ask the owner of an estate, or to expect anything beyond the time he is compensated.

5218. Supposing the outgoing tenant to get his money back, he has no claim upon anybody after that period, be it seven or fourteen years?—No.

5219. That would be the principle on which you think the valuers ought to act?—Yes, and I think they do act upon it.

5220. That would be rather in contradiction to the principle spoken of before, the benefit to the incoming tenant?—Not at all, I think.

5221. You were understood to say, you thought the principle of valuation was the benefit to be derived by the incoming tenant?—It depends upon the sort of draining. With regard to 14 years, I said, I think, at the end of seven the tenant would have sunk half the draining, and the incoming tenant would pay them for the other half of it; at the end of the second seven years he would have reaped as much benefit from it as I should have done, and at the third seven years he would have reaped a much greater benefit; the benefit does not cease at the end of the 14 years because the deduction ceases then.

5222. Then the man who comes in at the end of the 14 years reaps a benefit and pays nothing for it?—Yes, and pays nothing for it.

5223. The incoming tenant reaps a benefit and pays nothing?—Yes. The landlord would send his steward over to look at the estate, and see the condition of it. Suppose I have had a 14 years' lease, and my capital is out at the end of 14 years, the steward would then come over and look at the estate.

5224. And the landlord would then get more rent?—Yes, and very fairly too. I do not object to that, nor to the outlay after we have had a fair and just return for our capital.

5225. If you had a fair return for the capital you have expended, it is perfectly reasonable that then the landowner should reap the benefit?—Yes, it is the interest of the landlord and the tenant, and if they do not go on hand in hand together they can neither of them thrive.

5226. And you cannot give any certain knowledge of the custom, except as you have told us?—Nothing beyond that we have no difficulty with landlords well disposed to the thing. I could name an instance in one of the parishes where the landlord did not choose to interfere because he did not understand the nature of it; he had not a steward, and he would not interfere; he was a very good gentleman, but he did not know anything of it; the incoming tenant was one of those rather twisty ones, and it caused difficulty.

5227. You complain that in some cases you have known tenants permitted by the landlords to enter farms who could not pay or would not pay the valuation?—There are such cases, but they are very rare; I look upon the hardship of that.

5228. How would you propose to remedy that?—I would propose that the tenant should be allowed to hold over until the incoming tenant has paid, or the landlord has interfered and compelled the incoming tenant to pay. If I held over a day, I presume I should be liable to be seized for my rent, and then there would be two tenants, and the incoming tenant comes and takes possession, and says I will pay you to-morrow or next week, and all those kind of things. I contend that the outgoing tenant should have the privilege of holding over until he is reimbursed all the valuation.

5229. If your view was adopted, that the outgoing tenant should have the privilege of holding over, who is to cultivate the farm?—Then it would become the interest of the incoming tenant and the landlord to interfere; the parties would be all interested, and the incoming tenant and the landlord more particularly, that would soon bring about an adjustment.

5230. If the outgoing tenant is to hold on, do you mean that he is to hold on and prevent the parties cultivating the farm?—Yes, until the matter is adjusted.

5231. But not to cultivate it himself?—No, if the farm is let to a new tenant

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he cannot cultivate, he could only hold possession till he got his demand paid him which he is entitled to, and the landlord would feel it his interest to see that the incoming tenant does settle with the outgoing tenant.

5232. If he holds possession, of course the other man could do nothing with the land?—Certainly not.

5233. That is what you mean?—Yes; and keep him out entirely till it was paid.

5234. It would be a complete alteration of the holding of the land?—It would give a right to the tenant to enforce his claim, or to hold until he got his right claim, and, until that claim was fairly adjusted, give him the right of holding possession of the property, because now the landlord may be quietly looking on, and the incoming tenant giving the outgoing tenant all the annoyance he could. If I had the power to hold over, it would be the interest of the landlord to see that my accounts were adjusted and settled.

5235. You cannot make the valuation till the completion of the tenancy?—No, not until the 11th of October. Generally about Michaelmas time there are a great many changes, and of course the valuers fix their times, the parties are engaged in the district and they may come a day or two before, or it is arranged that they shall come a day or two after; that is made a matter of mutual arrangement between the parties; we do not get to this difficulty till the inventory of the stock is taken, and the day of payment comes; then comes the difficulty.

5236. Would you give the outgoing tenant the power of holding on till the valuers had agreed what was to be paid, and in fact till the money was paid?—Yes; and then the landlord would see to the incoming tenant, or direct his steward to see the matter adjusted, that the farm may not stand still.

5237. If the landlord has the power to recover the rent of the tenant, what consequence is it to him whether the farm is cultivated or not?—If the farm remains uncultivated he may distrain, unless there is nothing left to distrain upon.

5238. Then the thing would be at an end?—Yes; it would not be very convenient to me as a landlord; that of course is a state of things that could not exist.

5239. Your view is, that the outgoing tenant should be allowed to hold on, not to cultivate the farm till he got his money?—Yes, it is so.

5240. That would be your opinion?—Yes; and I am quite satisfied that it would work well for the landowner as well as the tenant, because the landlord would take care that the incoming tenants were parties that could pay, and not wishing to take up the land to give any annoyance; that I am quite convinced of.

5241. Which you think would be likely to take place under other circumstances?—No doubt about it at all; it would keep out a class of people that are an annoyance to society; it would shut out dishonest men, or men who are disposed to quibble.

5242. Mr. *T. Egerton.*] Who are the valuers chiefly employed; you speak of them as persons well informed on the subject of manure; are they in your part of the country farmers themselves?—Yes, to a great extent, and men of standing, and character, and property. I think with the class of gentlemen I am alluding to we have not a man that is not of the highest respectability as a yeoman.

5243. They are paid for it?—Yes.

5244. When you entered upon the farm you have spoken of, had you payments to make to the outgoing tenant?—Yes, upon all my occupations; I have not a single foot that I did not pay for, and I am asking no more than I have paid for my land.

5245. What did it amount to per acre?—It depends upon the amount of hops.

5246. In the case which you have stated of the farm which you took, what did it cost you?—That was 15 or 16 years ago; I could not say at all; I can say one thing, that it would come to a great deal more now, ten times the amount.

5247. *Chairman.*] Have you any doubt that it is cheaper for a tenant to pay a reasonable compensation for improvements than to take to a farm that is starved to death, and bring it round himself?—If any tenant takes a farm out of condition, it would take him three or four or five years to bring it round to a paying condition at all with us; in the hop district it would take even longer. I am convinced that it is the interest of the tenant to pay a fair compensation for what is in the soil, to be adjusted by responsible gentlemen; and it is the greatest interest to the landowners themselves, who are the most interested, and their estates would improve, and nothing could prevent it.

5248. You speak from the experience of your neighbourhood, that the estates have been improved under this system, and the landlords have received increased rent?—Yes, the production is increased wonderfully, and the labour also to a large extent; and the rent has increased in the same ratio.

5249. Mr. *Newdegate.*] You misunderstood a former question which was put to you, when you said the compensation for draining was for 14 years; you did not allude to such an instance as this hop ground which you reclaimed: you said you reclaimed it 14 years ago, and had long since been compensated for that improvement; therefore you were compensated in less time than the 14 years?—The very particular spot you allude to I drained in three tiers of draining, at great cost.

5250. Then is that expense included?—That of course is an uncommon thing; that is an unusual thing, and has nothing to do with the common rate of farming. It was bog land, and I laid three different tiers of drains; the last tier I laid at the common depth of two feet six inches, and will remain for ever, or at least it may do.

5251. Then you were compensated for that within the period of 14 years?—Yes, because you must understand that was for the cultivation of hops, and, being for hops expressly, it made me a return, it happening to be a fortunate spot, quicker than in the ordinary time; it is not an ordinary case of draining at all. I merely put that as a case to show that there are gentlemen in our district, if they could have a law giving them a certainty of being fairly dealt with, who are disposed to lay out even 50 *l.* an acre in reclaiming the ground.

5252. Your idea of what is desirable, is, that some general enactment should supersede all private agreements?—My opinion is, that there ought to be some general enactment by which parties could be governed, without going to ask Mr. A. or B. whether he would do this or that; there should be a general law of the land to say what is right to be done, and as the tenant pays for those things, to give him what he pays for, and to say what he has to pay for when he leaves; I go to Mr. A., he may say, "Go on;" but Mr. B. may say, "If you do not like it, leave it."

5253. You wish a general law to regulate this matter, totally apart from and independent of all agreements?—Yes, I am satisfied that as soon as it has passed into a law, every landlord, when he sees the working of it, will introduce it generally.

5254. Mr. *T. Egerton.*] In that, do you mean with or without notice, in respect to those improvements; that a farmer should be bound to give notice or not?—As far as the permanent improvement of buildings, and permanent draining, and the employment of manure goes, to give notice to the landlord; but, in the event of the landlord's sending his steward, and saying, "I will not allow it," then the tenant ought to be fairly remunerated.

5255. That is in fact without notice?—Yes.

5256. Then your answer comes to this, that it should be done without notice?—Yes, I should say so.

5257. Mr. *Henley.*] Were you to be understood that you drained one piece of land three times?—Yes, three tiers deep.

5258. Was it done at one and the same time?—As quick as we could drain the lower water and fill the land up, it was at three different depths; the first was as deep as this room.

5259. Mr. *T. Egerton.*] Was it with pipes?—With tiles.

5260. With soles?—Yes, with soles.

5261. *Chairman.*] That piece of land which has been dwelt upon so much, was an extraordinary good piece of land; it was deep loam though in such a bad state?—Yes, it was a fine piece of land, there was no end to it; it was of the finest quality, and from seeing the state of the soil I was quite convinced there would be no end to its productiveness, and so it has proved.

Mr. *George Harriett*, called in; and Examined.

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5262. *Chairman.*] YOU reside at Basingstoke, in Hampshire?—I do, in its immediate vicinity, at North Waltham.

5263. What is your profession?—I occupy a small portion of land of my own. I attend only to agricultural pursuits.

5264. What is the usual time of giving up farms in Hampshire?—At Michaelmas.

5265. What does the incoming tenant pay the outgoing tenant for?—Not a sixpenny piece. The custom is generally that when a lease is nearly expired, say this next Michaelmas, the new tenant would have access some time before Lady-day; he would come on to prepare his turnip crop; he would prepare for that crop, and have about June or July a certain portion of land to enter upon to prepare his wheat season; there is nothing else he would be permitted to do until after harvest; he would first come to prepare his fallow for the ensuing year; and for the wheats a short time before Michaelmas.

5266. Does the dung belong to the landlord or the outgoing tenant?—To the landlord; in fact there is not a single thing the outgoing tenant can claim; he would feed the stock next year on the hay and straw grown the last year of his tenancy, but he cannot dispose of it; he may keep the incoming tenant out, and say, I will have the yards and fodder myself, and consume the hay; the incoming tenant has no claim to one ton of hay unless he purchases it by agreement; he can never enforce it; in fact if there is a squabble between the two, the incoming tenant is in an awkward position.

5267. The outgoing tenant, if he chooses, may spend the hay; he cannot sell it?—He spends the hay. The custom is so vague, that I know an extensive farm where there are 200 tons of hay that the outgoing tenant does sell, and the incoming tenant must buy hay; there is a great portion of hay belonging to the old tenant still to sell; he left at Michaelmas twelvemonth; it is a large farm of a gentleman lately dead.

5268. Would it be desirable to give compensation to the outgoing farmer for various heads of improvement?—I do not think there is a question about it, as regards the benefit to the outgoing tenant and the incoming tenant, and more particularly to the landlord, and decidedly to the public at large, for this reason, as soon as agriculture could be brought into the same position as almost every other business is, there is a great desire on the part of the tenantry to farm up to the last moment as well as they have hitherto done, if they could but be assured that the outgoing tenant would be paid for unexhausted improvements; knowing that they could not then withdraw it themselves, and that the outgoing tenant would be paid for it, the effect of that would be that they would farm well to the very last moment.

5269. Is chalking beneficial in any part of your neighbourhood?—I consider it on a great portion of our land superior in its ultimate effect to dung; many of our sour clays are more benefited in the tillages; it is only to pay for the chalk, and it is a great advantage in the ploughings. In fact, I have heard carters say they could find it out where there has been a list of land not chalked; if they were ploughing in the dark they would know when they came into the track; it pulverizes and separates the tenacious soil, and it works cleaner in every way and better.

5270. Basingstoke is near a very wide district of chalk?—A great deal of it is all chalk; we have chalk even where we have a great depth of land. I have sunk several wells, and in gravelly bottoms, below which there is chalk; and in clay the same.

5271. Is there a large proportion of this wide district of Hampshire that would be improved if the surface were dressed with chalk?—A great portion of the clays are materially benefited by it; there is also a gravel which is of that sort that it will run together and get hard and callous, on which we find the chalk valuable; where the land is in its nature chalky, of course the chalking is not so beneficial.

5272. Is it your opinion that if the Hampshire farmers had compensation for chalking their land, they would be likely to do so?—To a great extent I have no doubt they would; generally speaking I should say so.

5273. Would this lead to a great increase of employment for the labourers?—

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Very much so; I have frequently chalked expressly for the labourers; you can get it done at 25*s.* an acre; I have had it done at 20*s.*

5274. Does not it generally cost between 2*l.* and 3*l.*?—No, from 25*s.* to 30*s.*; it has not exceeded that in our neighbourhood for years; we frequently get the chalk at two feet depth.

5275. On many parts of the range you have to go to the depth of 30 or 40 feet, have you not?—No, not one instance where chalking is carried on; it is not in one instance in 100; I never knew but one, and the party said it would not pay, they must go so far down for it, and they opened another place for it.

5276. You are not acquainted with those parts of Hampshire where they sink a well 30 or 40 feet deep to get to this chalk; nor whether that does cost 56*s.* an acre?—No; when I first went into the county 2*l.* was given; it will pay to put on any of your labourers to chalk land.

5277. There is not much drainage required in your neighbourhood?—None, not in the immediate neighbourhood; there is in the Woodlands, where the Duke of Wellington lives; in that district he and Mr. Chute are draining extensively.

5278. Is there a considerable extent of land there that would be benefited by draining?—Yes, the whole district called Woodlands, lying between Reading and Basingstoke, is very extensive, very heavy strong wet land.

5279. In such a year as this is the wheat suffering much for want of draining?—Yes, I have heard persons say they are suffering very much where the land is not drained.

5280. To what extent an acre should you say?—I cannot say; I have heard as a general observation, that the Woodland wheats were looking bad.

5281. And there you think if the tenants had compensation for improvements they would be likely to employ the labourers in draining?—Yes, and no doubt Mr. Chute and his Grace are meeting their tenants in that way.

5282. Some of the tenants you think are anxious to drain?—Yes.

5283. Are you acquainted with the south of Hampshire?—Not much.

5284. Have you any other remark to make to the Committee?—Only as regards the feelings of the tenantry generally. Holding the situation of chairman of the Basingstoke Agricultural Protection Society, it is frequently mooted as matter of conversation, and the feeling most assuredly is, with the largest holders of land, that the protection of a lease is required, with a covenant which would entitle them to compensation at the end of the term for all improvements that the incoming tenant would be benefited by; there is nothing more simple than the insertion of such a covenant, as the incoming tenant would receive the advantage of the unexhausted improvements.

5285. You mean that if a tenant had laid out his money foolishly, that then the incoming tenant should not be called upon to pay for that?—Most assuredly he should not.

5286. With the means you have of knowing the feelings of the Hampshire farmers, are you prepared to state to the Committee that they wish for a recognition of tenant-right, and the protection which tenant-right would give to their capital?—Most completely so; in fact there have been lately some exchanges of land that show the want of such a principle. There is one instance I know, where a farm has been held upon three different terms, and been in the family 30 years, and the landlord dying at an advanced age, the property has come to another branch of the family, and the tenant not doubting that he should have a renewal of his lease upon as equitable terms as under his old landlord, farmed high to the last; he is now asked by the new landlord to give a very exorbitant advance (having been, he and his father, upon it 30 years); he said, "No, I cannot afford to give 200*l.* increased rent;" he offered 100*l.*: but whether he is right or not is a matter of indifference to the principle; he is now almost in the position of a six-months' tenancy, and he is not able to avail himself of that which we know is customary for tenants, that is, to take as much out of the land the last two years as he can fairly and legally, to compensate himself for that outlay which he would not receive in any other shape; consequently he is placed in a position to say, "I must do what I can this year." That only shows the state that tenants are in when they are compelled to do that in order to protect themselves, by means that are injurious to themselves, the landlord, to the land, to the incoming tenant, and to the public at large.

5287. Are you of opinion that the body of Hampshire farmers are not only desirous of this protection being given to them by the Legislature, but that if they obtained this protection for their capital, they would make a greater outlay of money, and would thereby benefit the condition of the agricultural labourer?—I will state an instance as to this particularly: I am farming my own land. I have said to others, "Why not do so and so? I have doubled my sheep; where I formerly carried one I have two now, and I have increased my stock, and I am a seller of hay largely, and I have such and such increase in my corn crops." "Aye, but you are holding your own land; you receive all the benefit. I must be mad to do it as a tenant; fifty things may arise; I am a tenant-at-will, or unless it was at a very early part of my lease I could not do it." Only within this week a person who has done well as a tenant and bought property, said, "You and I can do this upon our own holdings, but I cannot do it upon that which I am a tenant of, for this very year I have received notice to quit upon a farm that I expected to have held for many years to come."

5288. You say you have increased the productiveness of your own land; what means have you adopted for that?—I formerly farmed on the four-field system; about seven years ago I was induced to try the six-field system, and since that time, by my keeping more stock on oil-cake, &c., there has been a greater productiveness of the soil. On giving you the particulars you will see what it is: a good fallow for turnips, then barley, grass, the third year oats, on once ploughing and pressing, tares, rape, or mustard, or turnips as a preparation for wheat.

5289. Do you use artificial manure?—Yes, bones and guano, and salt.

5290. Do you think that the productiveness of the Hampshire hills generally would be increased by the use of bones?—Materially so; and in this way, supposing you do not use it as a permanent dressing; any dressing that will promote the growth and increase in a turnip crop; for instance, we are able to bring this poor land, without the wear and tear of the dung cart, into good land by giving our sheep corn or oil-cake with the improved turnips.

5291. The turnips are not very good upon the Hampshire hills?—Not where they are broadcast; but where there are any artificial manures drilled in as I have drilled for some time, I have this year not only enough to keep my extra stock, but I was able to take 300 ewes into keep this spring, and if it had been a good turnip year I should have sold 200 *l.* worth of hay.

5292. You have doubled your sheep?—Yes; I do not believe I shall this year feed one acre of grass off, but I shall have early oats, trefoil, early tares, and winter tares following. We have a very early winter tare, and then the common winter tare, and the summer tare; I shall not require with my stock of sheep one foot of grass.

5293. And you think many of the Hampshire farmers, if they had protection for their capital, would be able to increase their stock in something like the same proportion?—I know it to be done, even by tenants, under the present system; where a few years ago such a thing as a fatting beast was not dreamed of, there they are fatting now; and, in the adjoining farm to me, the young man who has taken it has been fatting oxen and sheep, which he has sold off, and keeping the exact amount of stock, even larger, in fact, than it used to do as a breeding farm: this is all extraneous, both beasts and fat sheep; I never knew one to be fatted on the farm formerly; he fats some 200 or 300 head beyond the stock that for years has been carried on that farm; the oil-cakes used has increased and very much improved the manure.

5294. Are you of opinion that in order to insure those improvements being made, the wish of the Hampshire farmers for protection, for reimbursing them their capital, ought to be complied with?—I have broached the subject for months, and have never had a dissentient voice; they say, Only give us the advantage of a lease if it can be had, and, where leases are not granted, a notice of two years on the part of the landlord or tenant, with a compensation clause in both cases, and we should be satisfied.

5295. Mr. *Newdegate.*] Is the necessity for this felt principally in the absence of proper agreements, or in the difficulty of recovering the due of the tenant, under an agreement?—I am not aware, and I do not believe there is any agreement within 10 or 15 miles of me that gives compensation; it is done too much through an agent, who says, "There is a lease." I have a lease in my pocket. I wrote into Norfolk to know what is doing there. A tenant may point out some trifling thing he wished to be altered; the agents would not listen to it; they say, "If we do it to you, we must do it to all.

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5296. Of course it is entirely at the option of the tenant whether he takes the land or not?—Yes, of course.

5297. Do you know that the system which has prevailed beneficially in Lincolnshire, originating in that way, has extended to a custom?—I have heard of it.

5298. Do you know that?—No; I have heard that it has almost become sufficiently permanent as a custom in a limited locality.

5299. Would not it meet the objections of the Hampshire tenantry if agreements prevailed, and facilities to recover under them were afforded, that is, if it were the general custom to give agreements, as it is in Lincolnshire, and increased facilities were given by the Legislature for recovering under them, would that meet the wishes of the Hampshire farmers?—Yes, most assuredly, either in leases which would have a clause to give compensation for that which is actually beneficial to the land would suffice; or where gentlemen are not disposed to give leases, but prefer tenants-at-will, I have heard many tenants, men holding 2,000 or 3,000 acres of land, say "In the absence of a lease, let us have a two years' notice; not to be thrown on our beam ends at the caprice or at the death of the landlord."

5300. Then what they desire is this, that they should have the power of recovering against the property?—Yes, against the property, or rather of the incoming tenant, for, as I have before said, it would not fall upon the landlord.

5301. And increased facility for recovery by law?—Quite so.

5302. Then supposing those points granted, would they desire a general law by which compensation should be settled independently of agreement and dilapidations, settled and recovered also independently of all other agreements?—Most assuredly they would, upon this broad principle, that it would be beneficial for all parties; it would do away with the prospect of litigation if you went on one general broad principle, even if you chose to let the present custom of the counties remain as to the mode of leaving the farms; if it were understood that covenants were to be introduced into the agreements, that the incoming tenant should pay for the actual unexhausted improvements upon the farm upon a valuation, as Mr. Smith has said is done in Sussex, by accredited persons, practical men, should value what is actually unexpended upon the farm, and that that amount should be paid, so that simply that which is beneficial to the incoming tenant should be paid, not the capital that has been sunk, and capriciously laid out, without benefit to the landlord or tenant, that would be satisfactory to all parties.

5303. The question is, whether they would wish the same principle extended to dilapidations?—Most assuredly; in common honesty I cannot ask the Legislature to give me a one-sided measure.

5304. Then your view, at all events, is that the system of letting land, so far as the conditions for compensation and improvement are concerned, should not be a matter of private agreement; but that it should be arranged by law?—In so far as I mentioned before, that which is beneficial to the incoming tenant should be secured to the outgoing tenant: the landlord should be secured against loss by neglect or dilapidations, and there should be one general law in the case: that would not affect the particular mode that may obtain either in Sussex or Norfolk, or Yorkshire, or elsewhere; but there should be one simple enactment, by which both the landlord and tenant would be protected.

5305. You know that the most extensive improvements have obtained in Lincolnshire without it?—Yes.

5306. Then is there anything peculiar in landed property, which should render it just to subject its tenure to such a system as this, that would not equally apply to other property?—It is almost invariably applied to other property; in the present day there is scarcely any trade or manufacture where there has not been some improvement; if I take any manufacture, and I improve it materially, and am making a greater profit by it, the next comer would gladly pay me for it; he would not like to have the improvements thrown back; if I introduce any improved mode of manufacture, or any cheaper mode of producing a commodity, the next comer says, "I will pay you for it."

5307. That is through a system of good-will?—Yes; it is, in fact, the *quid pro quo.* Here are two manufactories; here is one carried on under the old system, and I find I cannot make so great a return by that as by the new one, and they are both offered me, and I shall give, and gladly too, more for that which will give me greater profit.

5308. That system is one which affects only the outgoing and incoming tenant, but in no way relates to the owner of a shop?—No, only so far as it falls back into the landlord's hands.

5309. That is a system of what is termed "good-will" in trade?—Good-will goes very much to this; it is for the extent of business I am doing, and not the improved mode of manufacture.

5310. The improved mode is included?—Partially so.

5311. And this good-will affects only the outgoing and incoming tenant?—I beg pardon, but observe, I consider that the landlord is the person most benefited.

5312. Speaking of a manufacturer, take this case: a person holds certain ground on a building lease for a silk mill; if the tenant of the silk mill has the power to relet, that is, to let his lease, which he generally has, then it is a matter of good-will; and it comes to an arrangement between him and whomsoever succeeds him; but the owner of that property is in no way affected by the transaction?—No; nor will the Duke of Bedford be benefited by those immense stacks of buildings in the various squares of London until the period of the ground rent is out, and so would the landlord ultimately of the mill.

5313. And the principle of good-will applies only between the outgoing and incoming tenant; that is, between the two individuals, and does not affect the landlord?—Until the expiration of the building terms that are undertaken for the erections, then it falls back an improved property into the landlord's hands.

5314. Whatever falls under the good-will does not affect him?—Not during that period.

5315. At the termination of the lease to this person, supposing the land has been let upon a building lease the building becomes the property of the landlord?—That is the case.

5316. Why would you make the exception in the case of landed property, as between landed property and house property; the proposal you make is this, to apply the principle of good-will to the third person, which is the landlord, and make it by law binding upon him?—No.

5317. Yes, you do?—That would make it binding upon the land, which land is taken by the incoming tenant, who pays it, and not the landlord; the landlord derives all the benefit, without paying one farthing for it.

5318. When you say the estate, it is the landlord?—It is between the outgoing and incoming parties; because if the land has been benefited to yield a better income to the incoming tenant, the landlord would get that additional rent; the landlord is a gainer without being a loser by any chance whatever.

5319. Why would you make the landlord liable for this compensation under custom, or his estate, which is the same thing in the case of agricultural property, when you do not apply the same principle to trade?—For this reason, the landlord and the tenant can be now the only contracting parties; we can know nothing of the tenant at the expiration of the 10 or 15 years; consequently you must recollect the incoming tenant repays the outgoing tenant, and the landlord receives the benefit of the additional rent, he not paying one farthing to it.

5320. Then you place the landlord in the position of the. incoming tenant?—Yes; and if a single instance could be given where the landlord is in any case injured, and he is made to pay that which he would not receive back from the incoming tenant, then the argument would hold good; if the landlord holds the land himself, he is the incoming tenant.

5321. What is the reason, in justice, for placing the owners of landed property in a different position from the owners of building property?—If I improve a building property while I hold it, by the extent of the buildings, or by the facility for manufacturing articles, every day after I have erected it I am reaping the benefit of it; and directly I dispose of it, I say, "Here is the property; you can turn round so many pounds monthly, and by the improvement of the machinery you will reap a profit, and I expect therefore to be paid for it." But the moment it falls into the hands of the landlord he reaps the advantage of it.

5322. How do you establish the difference between the two properties, because the termination of the tenancy in both cases is the same to all parties; if you intend to apply a different law to the landowner, making him liable to a custom equivalent to a good-will in trade, where you do not apply it in trade?—I merely in the one case leave a naked improvement, which if left by itself is useless; but

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but I have poured into your land an enrichment, which if you left it in an uncultivated state, and turned stock upon it, would make your grasses, even your couch grass improved; it would be improved by my improved manure, and you could carry stock upon it that you could not have done before, and therefore virtually it becomes in any state benefited, but I have put 3*s.* to 4*s.* or 5*s.* an acre of improvement in the land, which can be made profitable to both parties; therefore I have actually improved your soil and made you a better property.

5323. What is the difference between having improved the soil and having built a factory upon it?—When a landlord lets me a certain portion of land in the metropolis, for which for 60 years I guarantee him 4 *l.* a year ground rent, I build a house, and make it worth 70 *l.* or 100 *l.* a year, and when it comes into the landlord's hands he gets the advantage; but during the 60 years he has received only 4 *l.* on the land; he has the full rental.

5324. If the landlord lets by lease, the rental is so adjusted as to give an adequate profit to the tenant during the holding?—I take the land upon the ground rent, and knowing that if I give 4 *l.* a year when I have laid out my 1,000 *l.*, I get a return. I pay only 4 *l.* until the expiration of the term, then the landowner comes into it; but if I take a farm at a fair yearly rent of 20 *s.* an acre, and at the end of that period I make it worth 23 *s.* or 24 *s.*, the landlord is benefited, and if I have left anything upon the property that I cannot take off, and the next coming tenant reaps the benefit of it, he ought to pay me for it.

5325. The rent in the case of a lease is fixed, and you look to compensate yourself in the term of years, whether it be land or house property; supposing you have compensated yourself, what further right have you?—The point is, that I have not compensated myself; it amounts to this: I say, "If I am not to be compensated for the next two years' outlay, I shall stop my hands; I will not improve." I have at this moment 15 or 16 men hoeing wheat, but if I was at the expiration of my lease I should strike my men off, I should not be benefited by the cleanness of the land. I shall grow as good a crop, and if it be a very dry season perhaps I shall be better off than by putting on those men, and if I put on extra dressings, of which the next tenant is to reap the benefit, I ought to be paid for them.

5326. Supposing you expected to give up the lease, you would not expend that capital?—No; if the valuer says, "You have been taking out all that you are entitled to, and we cannot give you any valuation," we must submit to it.

5327. You would not be injured?—No, but the landlord would.

5328. The tenant would not be injured?—I should in that case save myself as well as I could, but not fully. The great object I conceive is to improve the land, and the public would be materially benefited by a better cultivation.

5329. Then the object is not a matter of justice in the case of a lease, because the tenant can compensate himself by withdrawing his improved cultivation?—He can in a lease, to a great extent, but not always so, as I have shown by the instance I have cited.

5330. In a lease granted by the landlord who is in possession of the fee simple, then the question in that case is not a question of justice but a question of the advantage of continuing an improved system of cultivation?—It is a question of both to a great extent, because though I endeavour to repay myself all I can, I cannot to the full extent; I can grow something more, but if I am not to be compensated for laying out that expense, I will not do it to throw more into the pocket of the incoming tenant than into my own.

5331. The case put is this: You take a farm that is to be let on a 20 years' lease; having taken it, you improve it, and you pay yourself for your improvements, knowing that you are to give up at the end of the 20 years: when you give it up at the end of the 20 years, how are you injured?—If I gave it up at the end of the 20 years, I should certainly, for the last two or three years of my term, endeavour, though I may not wholly repay myself, to take all I could out of it without materially injuring the property, or the incoming tenant.

5332. You are asked whether in that case you would have any claim in justice beyond that which is secured to you?—I should if I left anything unexhausted.

5333. You have specified that you do not?—I take all I can out, but I cannot take it as far as I ought.

5334. Why do you not?—If I began two or three years before this, I should have deteriorated the land and be a loser also.

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5335. Then the substance of your evidence is, that taking a lease for 20 years certain would be nothing more than an improvident engagement?—If the object of my examination is to show that leases are or are not beneficial, my own impression is, that whether you take it subject to a lease or an agreement of two years, that in both cases it would be beneficial to the outgoing tenant, the landlord, and the incoming tenant to insert a clause for compensation for unexhausted improvements.

5336. But would it not be a matter of justice, if you took it with the certainty of leaving a compensated interest in the farm?—It appears to me that all parties would be justly dealt with if you pay me for that which I do not get benefit from.

5337. The question is this, if you take a farm for 20 years certain, with a certainty of leaving, do you not adapt your arrangement to that tenure if you compensate yourself?—Then I have no claim upon you, I grant.

5338. You have no claim upon anybody?—As far as that goes, I grant that; as an individual, arranging between myself and the landlord or the incoming tenant, I do the best I can to secure myself: as far as that goes I am willing to admit it. Permit me to add to the above one very important matter I have omitted to impress upon the Committee. Much has of late been said to induce farmers to embark more capital to enable them to grow more bread corn, &c. I am not prepared to say how many thousand acres are annually injured in their productive value by the present system of outgoing tenants withdrawing all they can out of the soil for the last three years of their tenure, but it must be very great; the public have a right to complain that such loss does occur, and should the landlords object to an equitable arrangement between the outgoing and incoming tenants, the onus will lie entirely with them. The landlords have it now in their power, by consenting to legislate upon this question, to contradict the assertion made by the late anti-corn-law league, "That they were opposed to the interests of their tenants, and were determined to hold them in a state of feudal thraldom." I assure you that the great body of tenants here entertain an opinion that their landlords are disposed to meet the question upon equitable and reciprocal principles.

Jovis, 11° *die Maii*, 1848.

MEMBERS PRESENT.

The Earl of Arundel and Surrey.	Mr. Moody.
Mr. Burroughes.	Mr. Pusey.
Mr. Colvile.	Mr. Sotheron.
Mr. Tatton Egerton.	Mr. Stafford.
Mr. Henley.	

PHILIP PUSEY, Esq. in the Chair.

Mr. *Thomas Chandler*, called in; and Examined.

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5339. *Chairman.*] YOU are a practical farmer, residing at Stockton, near Warminster, in Wiltshire?—Yes.

5340. What extent of land do you occupy?—1,000 acres.

5341. Of what kind?—Some vale; the greater part of it hill, and some down land; they are three descriptions of soil, quite.

5342. What is the time of year the tenancy ceases in your part of the country?—Generally at Michaelmas; the pasture lands at Lady-day; there are two leases, the pasture lands are taken at Lady-day, and the arable farms at Michaelmas.

5343. Taking arable lands first, what payments are made by the incoming to the outgoing tenants?—The tillages; if the landlord makes the agreement that he is to do the tillages he is paid for it, such as ploughing for turnips, and anything of that kind; that is oftener done, however, by the incoming tenant.

5344. By the custom of the country has the incoming tenant the right of entry to prepare the land for the crops before Michaelmas?—Yes, a certain quantity of turnip land.

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5345. The incoming tenant, by the custom, has the right of preparing and putting in the turnip crop?—Yes.

5346. And has he the right to come in and plough for wheat?—Yes, in June, generally, to prepare for wheat on the old ley.

5347. To plough the fallows?—Raftering and preparing the wheat.

5348. To whom does the manure belong, by the custom of the country?—To the coming-on tenant.

5349. Unless by special agreement the tenant has the right to make those preparations of the land, it appears there would be little or nothing to be paid by the incoming tenant to the outgoing one?—Very little in that case, unless there was an agreement between the two parties to that effect.

5350. Is anything paid by the incoming tenant for improvements?—Not that I am aware of.

5351. Not of any kind?—No.

5352. You say the dung belongs to the incoming tenant; if the outgoing tenant had kept a number of beasts fatted upon oil-cake, would he have no compensation for that?—No.

5353. Nor if he has used bones?—No.

5354. You were last year chairman of the North and South Wilts Agricultural Improvement Society?—Yes.

5355. Is that a society consisting of practical farmers?—Entirely.

5356. Is it the general opinion of that society that a change of the law of tenant-right is desirable?—Quite so.

5357. Supposing the Legislature were to give compensation to tenants for improvements, is there much improvement which in your opinion could be made?—Yes, there would be, I think, certainly; it is generally the custom, at least it must be so, that there is a certain preparation for leaving before quitting the farm.

5358. Do you generally hold the land under lease, or from year to year?—In both ways, but principally from year to year.

5359. What is the usual tenure of land in Wiltshire?—It is seldom more than eight years; there are a few instances; there is one in the neighbourhood 21 years.

5360. Mr. *Moody.*] Is the holding by lease generally, or from year to year?—It is on lease, except the Marquis of Aylesbury, and he owns a large portion of Wiltshire.

5361. *Chairman.*] Is the Committee to understand you that those leases for eight years do not secure the land being returned to the landlord in a highly productive state?—Not in so high a state as it would be if the terms were for longer.

5362. Do the tenants feel it necessary for their own interests towards the end of a lease, if they have no expectation of going on, to diminish their outlay?—Yes, they certainly do; because more is laid down to grass; most leases confine you to a certain quantity of new and old field, such as grass mown once and fed two years ley, which of course requires less employment of labour to do it; we do not always comply with the lease throughout; it is then with turnips twice following, instead of so much grass laid down.

5363. If anything were paid as compensation for the use of bones by the incoming tenant, would the farmer use them more largely and carry heavier crops?—They would the last year, because they would be making their stock the better to sell on going out of the farm.

5364. Is there much improvement that might be made by chalking the land in your neighbourhood?—That is very commonly done; it has nearly all been chalked.

5365. With regard to the grass land, what compensation does the tenant receive there?—For permanent pastures nothing at all.

5366. Does any of it require draining?—Not in our neighbourhood; in the neighbourhood of Devizes it does; I am in a drier part of the country.

5367. Would it be an improvement to the cultivation of the land if oil-cake were used?—No doubt of it.

5368. To induce the tenant to do that it would be necessary that he should have some compensation for the improved quality of the manure when he leaves?—Yes, certainly.

5369. Is there any other point which you wish to state to the Committee?—I think as a tenant I would rather take a farm from another tenant going out

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out under that system of management where he feeds high; I would rather pay him a compensation and take after him, than take it in a state where the land has been farmed badly, even at a less rent.

5370. Even at a better rent?—I would rather pay him for the improvements, on the whole of a heavy farm, after a man who has been farming high, and pay him in the same proportion as I should expect to receive on going out.

5371. It would be not only to the interest of the landlord to give this compensation, as he would get his farm in a better condition, but you as a tenant would actually rather pay a heavy sum than come in gratis?—Yes, that is the feeling of our club upon it.

5372. And you think you would save money in the end by it?—I am quite sure of it.

5373. You think it a very expensive thing to bring a farm out of heart into condition?—Yes, very much so.

5374. Before you can thoroughly do that, you have several very inferior crops?—I have proved that from my own experience; I occupy 200 acres of poor land, which was only a rabbit warren; I laid out a great deal of money upon it; it produces wheat, and does very well.

5375. How did you bring that land into condition?—I chalked it first, and the landlord paid half, and fed a good deal with corn and cake, and since then we have limed; that I do at my own expense entirely.

5376. Do you give a heavy coat of lime or a light one?—One heavy one.

5377. How much does it cost?—£. 3 an acre; it depends upon the distance we have to carry it; the lime itself would cost about 2 *l.*

5378. Then you consider it would be fair that the incoming tenant should pay the outgoing tenant for lime?—Yes; it depends upon the time it was put in, in proportion to the time the outgoing tenant has had the benefit of it.

5379. What should you consider a fair time for lime applied?—This is the scale of remuneration for liming or chalking.

5380. Mr. *Moody.*] That is the scale you propose?—Yes, this is as proposed by the club; it would not be quite so long as chalking; the chalking would be more permanent; "Chalking, marling, and claying; where no crop of corn has been subsequently taken, the landlord or incoming tenant to pay the whole expense of outlay; where one crop of corn taken, four-fifths; two crops of corn, three-fifths; three crops, two-fifths; four crops, one-fifth."

5381. Mr. *Henley.*] It goes over five years?—Yes, and then ceases.

5382. How much lime do you put?—Forty quarters per acre. I take it that the chalking is more permanent than the lime.

5383. How many years do you allow for lime?—A year less; four years.

5384. Is that your opinion as well as the opinion of the club?—It is my opinion more than a club opinion.

5385. *Chairman.*] Will you state any other items for which you think compensation should be made; and what time?—"Bones, guano, chemical manures, and bought dung; where no corn crop taken, the whole expense, including carriage; one corn crop, half the cost and carriage; two crops, nothing. Oil-cake or corn fed on the land, and no crop taken therefrom, two-thirds of outlay, and if one corn crop taken, one-third."

5386. Mr. *Henley.*] You put guano and bones on the same footing?—Yes, we do.

5387. Is that bones with sulphuric acid or raw bones?—It would be about the same thing.

5388. In your judgment you would class them all alike?—Yes.

5389. Mr. *T. Egerton.*] Do you mean bones dissolved or put in dry?—If raw, there would be more left for the benefit of the incoming tenant; it would take longer to take the benefit from the land; one is dissolved bones, the other dry bones.

5390. You put bones and guano under one head?—Yes, dissolved bones.

5391. Mr. *Sotheron.*] Do you now give us the opinion of the club as to sulphuric acid?—No; that is my own opinion.

5392. Then you would make it a different class?—Between bones dissolved in sulphuric acid and dry bones.

5393. Mr. *Henley.*] In your opinion, should there be any, and if any, what difference between bones and guano?—Dissolved bones and guano; I think none at all.

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5394. Between raw bones and guano what difference would you make?—A larger quantity would be required; I should think one-third difference.

5395. The custom that you have spoken of as existing, of the incoming tenant entering upon the land to do the acts of husbandry, is that the custom under which most of the new tenants have entered?—Yes.

5396. They have paid nothing, but have done the works themselves on entering?—Yes, that is it.

5397. You say that the deterioration of the land for which the tenant-right is principally necessary, is on land held by lease?—That is on part of it, but it applies quite as much without a lease, because it is always on the same system; a person cannot vary.

5398. Under a lease a man cultivates high for a part of the time, and then towards the end he does not cultivate so well?—Yes.

5399. That is the result, in your opinion?—Yes; with yearly tenants it must be always under one system.

5400. Therefore there is not so much change in the mode of cultivation under a yearly tenancy as under a lease?—There is not so much change; he is always under a bad system.

5401. Is it the custom in Wiltshire for farmers to quit the farms at the termination of the lease?—They go on again, generally.

5402. Of course, if the high cultivation was kept up to the end of the term, the farm would be worth more rent?—Yes, I should think it would, most likely.

5403. That might be an inducement to a man to lower the rate of his cultivation if he meant to continue, that he might not have to pay an increased rent for the next lease?—That could not be the case; he could not make it answer to reduce it; with the land under a high cultivation, he could pay better than with land in a low cultivation.

5404. Taking the sum you have stated, on a farm of 500 acres of tillage land, what claim would the outgoing tenant be entitled to make upon the incoming tenant; you have stated a man ought to be paid for oil-cake, bones, and guano? —Yes.

5405. How much on a tillage farm of 500 acres, in your judgment, would a man have to pay coming on to the outgoing tenant, supposing a change took place?—That would depend upon what rate he had been using of cake and corn.

5406. Take a high rate of cultivation; put the land in the best state of cultivation?—I am not able to say at once, without going into calculation, but, as a rough opinion, I should say 400 *l.* or 500 *l.*

5407. You have come here partly representing a club and partly stating your own opinion, to tell this Committee that you have come to certain defined opinions; will you inform the Committee upon what grounds of consideration you have formed those defined opinions?—The remarks we have made as to the different payments to be made for chalking, and different circumstances in husbandry, manurings, and different things.

5408. Then it must have been an element of that calculation, how much cost upon the farm, how much money it would come to per acre?—We have generally not confined it to any quantity.

5409. You, as a practical farmer, would know about the quantity of those different things that would be used in high farming?—Yes, I could make it out; it is awkward to speak off-hand, without calculating it in figures, but I think it would be about that.

5410. That would be about 500 *l.* upon 500 acres?—Yes, about 500 *l.* upon 500 acres for all arable land.

5411. Supposing this farm to have been entered into 14 years ago, without any advantages of that kind, and this style of husbandry continued for 14 years, what, in your judgment, would be the improved value of that farm to rent; that is, supposing you entered upon a farm and paid 20*s.* an acre for it 14 years ago, and carried it on in a very high state of farming for the 14 years up to the end of the term, what would that farm, in your judgment, then be worth to the incoming tenant to rent?—Half as much again.

5412. That would be 30 *s.* an acre?—Yes, 30 *s.* an acre.

5413. Then you say that, in your judgment, upon that farm you think from 400 *l.* to 500 *l.* would be the amount of capital that the outgoing tenant would in justice be entitled to receive?—Yes, I think it would be something near that.

5414. Then, would it be a greater inducement to a man intending to continue his farm to discontinue his cultivation, for fear of losing the 500 *l.*, or to discontinue it to avoid paying half as much rent again for the next 14 years?—I do not know, I should think not; if he had anything about him he wanted to keep, if he found it answer, he would continue it.

5415. He would have to pay 750 *l.* instead of 500 *l.* a year for it?—Yes.

5416. Would not most men be apt to let the cultivation go down, that they might not have to pay 250 *l.* per year more rent?—He could not let it go down so much; there would be more applications for the farm.

5417. You think he could not let the cultivation go down so much as that?—No.

5418. Have you turned your attention to that?—Yes, I can speak from experience.

5419. Then, if any other parties equally competent to form an opinion, have formed an opinion quite the reverse, still you would maintain that opinion?—Yes, that is my opinion; certainly, there would be more applications for the farm.

5420. And you think the tenant could not run it down?—Not to the same extent.

5421. Have you given much consideration to the subject of classing bones and guano in the same scale?—Perhaps not to give a decided opinion upon it; but merely common conversation of the club at one or two meetings.

5422. And not having given much consideration, you come prepared to recommend your view?—Yes, I should think that was about the proportion of it; we fancy so, at least. The object is to raise a crop of green food, and by proper management converting it into manure for the next corn crop.

5423. Do you speak from theory, or from having used the manure yourself?—Having used it to a large extent.

5424. Having used it to a large extent, your judgment is, that they are equal?—I am speaking wrong. I do not use much guano myself. I have never made it succeed on my land; others of the club have made guano succeed where bones do not; on my own land bones having succeeded well, I have kept mostly to bones. The opinion is, that where guano does well on one farm and bones on another, it is about the same cost and the same result.

5425. You have taken your own judgment as to bones, and that of other farmers as to guano?—Yes.

5426. Do you know whether any parties that you can speak to have tried both, and put them upon an equal footing?—Not at this moment.

5427. The permanent benefit to the incoming tenant, that is the question?—I do not know that I can speak to that; since bones have been dissolved, I do not think that the incoming tenant has as much good from the bones as formerly.

5428. You are asked this question particularly, because different opinions have been expressed by other witnesses upon the subject; have you given it much consideration or not?—I was going to state it this way, that since the introduction of dissolved bones a less quantity is used for the purpose of producing a green crop, but it does not last so long afterwards in the benefit to the land. I think dissolved bones and guano can be put nearly at an equal value; in the raw bones, a great portion of the bones are not consumed in the present crop of turnips, there is more left to come on.

5429. You mean that from raw bones would be more left than from dissolved bones?—Yes, the dissolved bones and guano come very near together.

5430. What would be your opinion as to the raw bones and guano?—That depends upon what the soil is; on white clay soils I should not pay much for bones, because there is very little benefit on such soils, but where it is suitable for bones I would pay more for raw bones than for dissolved bones.

5431. You have said that one of the inconveniences that you are subject to in preventing high tillage is the condition to lay a certain portion of the land down, towards the termination of the lease?—Yes.

5432. In your opinion ought it to be prevented by law?—Yes, I think it might be; if compensation were made it would be better to have two turnip crops; it would be better for the incoming tenant to pay the tillages, than have the usual method of the old ley.

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5433. The compensation to whom?—To the going-off tenant; the coming-on tenant would pay for those parts of the tillages done for the coming-in tenant's wheat crop; but he having no old field, would have two turnip crops.

5434. What is the reason that the covenant to lay a certain portion of land down, is introduced into the Wiltshire leases?—The old system of tenantry in a great measure; when it was in common then it used to be wheat, barley, and grass, and very little alteration has taken place in the system since then; the leases have not been altered to meet the improved system of husbandry.

5435. It is competent to the landowner and tenant to alter them if they please?—Yes, but it has not been done from not being properly attended to on the part of the tenant.

5436. There may be a difference of opinion?—Yes, many landlords are in favour of having those old practices; that is the case with my own; he finds fault with my system, which is not to keep down old grass.

5437. In your opinion that ought to be altered by law?—Yes, I think so, or by lease; by special agreement it might be done.

5438. By special agreement it can be done now if the parties choose to agree?—Yes.

5439. If then there is to be any alteration, it must be by law?—Yes, for the exemption to be on the other side, and to make that the law, and the landlord to make the exemption.

5440. Do you think that the landlords and tenants ought to have power to exempt themselves if they please?—It would be doing away with the benefit of the law if a person were to say he would not have it, it would nullify the Act.

5441. That would deprive the landlord of this power of exempting from having the ground broken up?—Yes.

5442. Ought that to be done?—A person has a right to do what he likes with his own; it seems fair, and by and by the landlord will see that it is to his advantage to do it.

5443. He will then do it?—Yes, perhaps so.

5444. Men generally do act upon what is most to their advantage?—Yes.

5445. There may be differences of opinion?—That is the fact, I believe.

5446. When it is clearly made out that it is to a party's advantage, he is apt to do it, is he not?—In most cases.

5447. Has there been much improvement in your recollection in the cultivation of Wiltshire?—Very great improvement, no doubt of it.

5448. Under what circumstances has that great improvement taken place?—In a great measure the down land has been exceedingly improved, and so has the other, from artificial manure, and there is a great inclination to feed stock on corn, which is done now to a much greater extent than formerly.

5449. It has been progressive for the last 25 or 30 years?—More so within 10 or 15 years.

5450. That has gone on under the existing order of things?—Yes.

5451. The increased value of stock has pointed out to parties that they can make great profit by introducing that sort of husbandry?—They manure the land higher, and produce greater crops of corn.

5452. And that has extended itself very rapidly?—Yes, very rapidly lately.

5453. And that without any protection except what the tenant and landlord can make by private agreement?—It has gone on so progressively from the first, there was never a period for stoppages to make a talk of it; now people begin to find that more can be done than has been done where there has been compensation.

5454. Having done so much without compensation, to the great gain, generally speaking, of those who have carried it out as well as the public, why should not they continue that system?—It is a very expensive operation, and men would require a great deal of capital; and being so short a time as eight years, there is no time to keep one regular system; we are obliged to alter the system so often; a man is obliged to cultivate according to his lease.

5455. Is there anything to prevent parties taking leases for longer than eight years?—Two years' notice and compensation would answer as well as the lease.

5456. Is there any difficulty in parties taking leases for a longer period than eight years?—Yes, the landed proprietors will not grant them.

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5457. That is because they do not choose to do so?—Yes, I wanted a 21 years' lease myself.

5458. In your judgment ought landed proprietors to be compelled to grant leases for a longer term than eight years?—I do not approve of compulsion.

5459. You do not go to that length?—No.

5460. Mr. *T. Egerton.*] What price do you pay for your bones?—Half-inch bones 18 *s.* a quarter and 1 *l.* for the dust.

5461. Mr. *Henley.*] A quarter of eight bushels?—Yes.

5462. Mr. *T. Egerton.*] Referring to your answer with respect to the 20 *s.* an acre, into how many rents do you divide your farm; that is, in taking the farm, do you not take the value of the farm and divide it into so many rents, the rent of the farm forming one certain proportion of it only?—As I understand the question, it means, before the profit is taken; in that case it is generally three, we consider.

5463. Mr. *Sotheron.*] Three exclusive of profit, that is?—Yes.

5464. Mr. *T. Egerton.*] What proportion does the profit bear?—It depends so much upon the season; in some years it is a good deal worse than profit.

5465. In a highly cultivated state of farming does it bear a much higher ratio than in a low state of cultivation?—In my opinion it would; there would be much more employment of labour.

5466. The question refers to the difference which goes into the farmer's own pocket in highly cultivated farms and in lowly cultivated farms?—There is a considerable difference of course.

5467. Would not it be to the farmer's interest, even towards the end of the term, with probably an increased rent to pay, to keep up the increased cultivation in order to get his own profit?—No doubt of it.

5468. Mr. *Sotheron.*] The shorter the lease the more you think it is necessary to have some arrangement for compensation?—Yes.

5469. Is the usual tenure in your neighbourhood an eight years' lease?—Yes.

5470. Therefore, in the course of eight years, supposing the tenant to lay out a great deal of money, your opinion is that he has not the means of recovering a fair return for the money so laid out?—No.

5471. If instead of eight years it were 21 years, the argument would be much less forcible?—Yes.

5472. At the end even of 21 years are you of opinion that, under any circumstances, it is just that the outgoing tenant should receive in some shape or other a compensation for whatever he has put on his farm, which he has not already had the benefit of?—Yes.

5473. Are the Committee to understand your opinion to be that any law that should deal with this matter should be compulsory upon landlords to compel them to make any arrangements with others but such as they choose to make in their own farms?—It would be making the law of no effect without it; but of course people like to do what they please with their own.

5474. You were understood to say just now, that though you wish to see it given, still that it should be upon the principle that every man may do as he pleases with his own; you do not wish to see it given compulsorily, that the landlord should not, if he chose, to include a clause in his lease to say that it should not operate upon his property?—I should wish to do so.

5475. As to those gentlemen who form your club, what is their opinion?—They are all of about the same opinion as myself, that we as landlords should not like to be compelled to do things against our own inclinations.

5476. You say that the cultivation of Wiltshire has improved very much lately?—Yes.

5477. And you think that is a benefit to the landlord as well as the tenant?—Yes, and the community.

5478. That which you would suggest would be a still greater improvement to the property, to the landlord, and tenant?—Yes.

5479. You think that it would create a better class of farmers, and the estates would be generally improved?—Yes; and the farms would be smaller; we shall employ the same capital on less land.

5480. That is what you suggest as what you think would be to the benefit of both parties; is not the probability that the landlord, even if he had the power by special clause in his lease to exempt his farm from the operation of such

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such a law, if it were found to be practically for the benefit of the landlord as well as the tenant not to exercise that power of preventing such a law from operating upon his farm, he would not exercise it?—No doubt that would be the case.

5481. Mr. *Stafford.*] Do you think that agricultural improvement has been retrograding in Wiltshire during the last few years?—No.

5482. It is still going on in the same proportion as it has been going on in the last 10 years?—Yes, it is still going on.

5483. Quite as rapidly?—Yes; but it would go on faster if longer leases or better tenure were given.

5484. You have seen no sign of its stopping at present?—I cannot say that I have seen any.

Mr. *Henry Blandford*, called in; and Examined.

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5485. *Chairman.*] YOU reside in North Wiltshire, in the parish of Poulshot, in the neighbourhood of Devizes?—Yes.

5486. Are you a practical farmer?—Yes.

5487. What extent of land do you occupy?—My rental is under 500 *l.* a year, my land not 200 acres. I rent heavy wet land.

5488. What is the time of entry in your part of Wiltshire?—Lady-day.

5489. Has the incoming tenant the away-going crop?—The incoming tenant takes possession of the farm on the 25th of March, by paying for all tillages; we have but a small proportion of arable land in our neighbourhood; it is generally grazing and dairy land. The tillages are paid for and the labour of manuring. The same line of argument does not hold good with myself as with Mr. Chandler; many farmers in my neighbourhood have not more than ten or a dozen acres of arable, and we get no return for the outlay of our capital upon our pasture land.

5490. Is there much land in North Wiltshire that requires draining?—Yes, a great quantity of the land in the lower section of North Wiltshire.

5491. If that land were drained, could much of it be brought under the plough with advantage?—There is a difference of opinion; I am not sufficiently acquainted with it to give a decided opinion.

5492. You have no doubt it requires draining?—Yes, it requires draining, and I should break it up if I had the opportunity, if it were thoroughly drained. I cannot say a great many men in the neighbourhood would break it up; they would consider they had advantages for feeding which would compensate them in grass.

5493. At present the outgoing tenants would have no compensation if they drained the land themselves?—No, none whatever.

5494. If they had compensation would they be likely to drain their land?—I have no doubt they would very largely.

5495. Would that give a great deal of employment to the labourers in the winter?—Yes, draining must; at present the expense of pipe draining in material is not more than 24 *s.* an acre, and the rest goes for labour; you pay 64 to 70 per cent. for labour in draining.

5496. Is your knowledge of North Wiltshire such as would enable you to say anything would be desirable that would increase the employment for the agricultural labourers in winter?—Yes, we want labour, more particularly during the winter months.

5497. On all the grass land district in your neighbourhood there is a difficulty in finding employment in the winter months for the labourers?—Yes, we have men thrown out of employment; in fact, we have to keep the men, who emigrate into the corn-growing neighbourhoods in the summer; they can afford to give them a longer job, and they go out of our neighbourhood and get 40 or 50 acres of corn to cut instead of having 10 or 12 only with us; then they come back and throw themselves upon our parishes for employment during the winter months.

5498. You say there is a difference of opinion as to breaking up grass land; some of the farmers would be disposed to break it up?—Yes, the largest section of the more energetic men would do so; there are men that have done tolerably well grazing and dairying, and they have not the capacity for any other system of farming.

5499. Therefore,

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5499. Therefore, in your opinion, there would not only be an increase of employment to the labourers in the execution of the drainage, but also an increased improvement in the cultivation of such parts of the grass land as it should be found expedient to break up?—Most assuredly; there is very little labour growing out of grass land during the winter months, merely tending the cattle; it takes two acres of land to support a beast, two to two and a half, and one man can look after 20 beasts in the winter months on ordinary pasture land, merely giving them the hay; if those two acres or two and a half were broken up, there would be the thrashing out the corn, the carrying out the manure, and cutting the chaff for the cattle; that would increase wonderfully the labour necessary on two acres and a half of land.

5500. And taking the whole together, this would be a great advantage to the labourers of that district of North Wiltshire?—Yes; of course labour must be of the greatest advantage to the labourers during the winter months, when labour is short.

5501. Is there any other remark you wish to make to the Committee?—No; no more than that we are very desirous of having tenant-right, believing that it would lead to a more regular expenditure of capital in agricultural matters: it does not seem reasonable that a man should be laying out his money in improving land towards the latter end of his lease, without he was secure of getting a return of it. In many cases people give up their estates when the rents are raised, rather than pay the increased rents; they have lately in our neighbourhood, although the land is worth the rental; I have known one or two cases myself where men have given up their estates, convinced at the same time that they were worth the increased rent, but they did not like paying the interest upon their own money; it is a foolish feeling, but that has been the effect of it in a large portion of land in our neighbourhood; almost all the tenants of one gentleman changed in the last few years, in consequence of the higher valuation of their farms, from the improvement in the style of agriculture which they had pursued.

5502. Mr. *Henley.*] You have said that there is a great deal of land in your district that wants draining?—Yes, a great deal.

5503. Has there been any draining done in any part of that district?—Yes, large quantities have been done.

5504. Taking the district of which you speak, is the larger proportion of it drained or undrained?—Much the larger proportion is undrained.

5505. What, in your judgment, is the cost per acre of draining the pasture land of that neighbourhood with tiles?—It is a very retentive clay soil in our neighbourhood, requiring draining at about 30 feet apart, and the cost in tiles would vary; it used to cost us 40 *s.*, but it is not more than 24 *s.* now for inch-bore tiles.

5506. And the labour per acre?—The labour per acre depends upon circumstances; we generally give 5 *s.* a score, that is for 20 poles. Of course the labour is calculated as the tiles are, according to the nature of the soil; and how far apart the drains may be placed.

5507. What is the average width at which you place the drains in North Wiltshire; do you put them in the furrows?—Generally so, because the furrows have been regulated by the nature of the soil, and we put the drains the same way.

5508. Speaking generally, about what is the cost of draining pasture land per acre?—We have so many descriptions of soil, you cannot generalize them. Speaking of the parish in which I live even, one part of it is a sandy soil, and the other is a stiff clay; a drain once in a chain would do for one, and once in 15 feet would not do for the other.

5509. Upon the clay what would it be where it is 15 feet?—It would cost about 34 *s.* for the labour, and 24 *s.* for the pipes.

5510. That would be something like 3 *l.*?—Yes.

5511. In your judgment, over how many years ought that expenditure to be thrown?—I think the result ought to serve us as a guide. In some instances I have known drains silt up and roots to get into them in a few years; others I have known to remain as good as when first made for 12 or 14 years.

5512. Supposing the tenant to have outlayed 3 *l.* an acre in draining his farm, if then he should receive notice to quit as soon as it were done, over how many years ought he to have a claim upon the incoming tenant?—My judgment in that

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that matter differs from others; I think if the draining were efficient in every respect, he ought to be paid the whole outlay; on the contrary, if it was not worth anything, he ought not to be paid anything.

5513. He ought to be paid his outlay if he went out the same year?—Yes, if the work were well done.

5514. Supposing he goes out five years after it is done, ought he to be paid the whole outlay then, if the drainage is perfect?—Yes, it appears so to me.

5515. If he remains 10 years should he still be paid the whole outlay?—The landlord has equally as much benefit as the tenant, and therefore he ought to pay for it, because I think if he does not do any good the landlord ought not to pay anything, and therefore if it does good to the full extent, and the landlord reaps the benefit, he ought to pay the outgoing tenant; that is the principle upon which I should value the tenant's claim.

5516. Then you do not look upon the expenditure of capital by a farmer upon the ordinary calculation of trading capital?—Yes.

5517. The ordinary calculation of trading capital is, that a man should get interest for his money, a sinking fund to repay him his capital back again, and a profit upon the money expended, is not that the ordinary trading calculation?—The general principle would be that, but tradesmen make speculations that do not have those results, and they make other speculations that are more beneficial than they anticipate.

5518. If drainage is not to be dealt with upon those general principles, why is it not to be so dealt with?—I say you ought to pay for the amount of benefit you expect to receive from the land. I guard you against paying for anything which is not a benefit to the landlord. I have seen very much injudicious outlay. I would guard the landlord where there was no benefit to him, and make him pay for the benefit that he did derive, and the full of it.

5519. Even if the tenant had expended his capital and enjoyed the occupation of the land time enough to derive the whole benefit and interest of his money?—Yes.

5520. That is your deliberate judgment?—Yes, upon the same principle that if I bought a horse and used it 10 years, and then it was worth as much money in the market as it was when I bought it, I see no reason why I should not take the whole of the value of that horse, notwithstanding I had used it for those 10 years. You are to pay for what you have.

5521. That being the principle with regard to drainage, now go to the question of manures, and take the case of a farm held for 21 years; the whole of the manure expended during that time is still enriching the land, is not it?—I do not comprehend that.

5522. If a farm is cultivated 21 years by the application of strong manures, and is in a high state of farming, it is going on in a progressive state of increase, is not it?—That does not follow as a necessary consequence: if I put on a great quantity of artificial manure, and grow large crops, and sell them, this does not improve the soil.

5523. The question refers to the use of artificial manure?—If I sell large quantities I do not leave the land necessarily better; it depends upon the system adopted. If I grow green crops in a larger proportion than I grow corn for sale, I improve the land; on the contrary, if I put stimulants for getting large crops, and sell those crops, I may exhaust the soil and farm highly at the same time.

5524. Taking it as you have subdivided it into applying artificial manure for green crops, then the farm would be in a progressive state of improvement?—Yes; if you put on more than you sell, you improve the land.

5525. Then is your judgment that manure that had been expended 20 years back should be taken into consideration, reckoning the tenant-right from the expiry of the term?—I know the general way in which the statement is put. Suppose I took a farm at 1 *l.* an acre, and held it 20 years, and I make it worth 2 *l.* an acre, I claim for myself the full advantage of that, either from the landlord or the on-coming tenant. I do no act of injustice to you, and I only benefit myself fairly. Just upon the same principle with draining; I do not maintain the same sentiments with other farmers upon that; I think if I improve the farm by laying out my capital judiciously, and the land is to receive a permanent advantage, I ought to receive the advantage that is fairly to come to me at the expiration of my tenancy.

5526. Then you advocate this principle: if you take a farm worth 20 *s.* an acre, and hold it 20 years, and make it worth 40 *s.* an acre, that that 20 *s.* an acre additional rent being worth in the market 30 years' purchase, you would, according to your judgment, be entitled to receive 6,000 *l.*?—If the valuation brought it to that, I do not see anything unreasonable in it.

5527. Notwithstanding during the 20 years you had received a fair interest for your money, and a sinking fund to get your capital back again, and reasonable trading profits?—Is not that an extreme case, put to lead me into an awkward position? Suppose I do not get that, it does not follow that I am to be remunerated. I may cultivate highly, looking direct to the end of the lease, when I am to be remunerated. I believe generally that farmers get nothing for a long series of years when they farm highly; the benefit is derived towards the latter end of the holding.

5528. Your judgment is, that whatever improvement the land may have received ought to be paid for by the landlord or incoming tenant, without reference to the benefit the tenant might have received during the occupation?—Yes; it appears to me that you are not to be guided by the past advantages which the tenant has derived in calculating the amount of his compensation, but by the improved state of the land.

5529. Your judgment is, that whatever improvement the land may have received, ought to be paid for by the landlord or incoming tenant, without reference to the benefit that the tenant may have received during the occupation?—I claim for such benefit as the landlord is to derive from it afterwards, not what I might have derived before; if I have improved the land and made it worth more money, I ought to receive compensation; I do not ask for more than a regular series of years for manure, in proportion to the probable durability.

5530. What do you call a regular series of years?—Five or six years for chalking; I have experienced the advantage of marling that had been done 20 years before I took possession of the land.

5531. Chalking would go five or six years, and marling 20 years?—Of course it would be in proportion to the slowness of the operation that the length of time would be during which you would derive benefit from it.

5532. How much would you say for marling?—If it were to stand for 20 years, I should be paid accordingly.

5533. The question is, what is your opinion?—My opinion is, that I should be paid for all the unexhausted benefit; and I do believe that the effect of marling is to be ascertained for 20 years.

5534. Then, in your judgment, should marling be paid one-twentieth part of the expense each of the 20 years, or in what proportion?—I think it would operate more strongly in the earlier stages of the 20 years; but it does decidedly operate upon land for 20 years.

5535. In what proportions do you think it ought to be paid for?—I have not entered into that subject sufficiently to make a definite arrangement; a great number of experiments would be necessary to ascertain that.

5536. If you are to be paid, there must be some definite judgment and knowledge; it must not be left to experiments to decide what people are to pay on going out?—It would not be very likely that it would be left to me to define it, it would be my opinion and others' together. I merely state, as a broad fact, that marling operates upon land for 20 years; some other men might state something different, giving you an opportunity of deciding. I am not in a position to say what would be the relative proportions of the different years.

5537. What would be the relative proportion of chalking?—I think chalking operates tolerably fairly for five or six years.

5538. Ought it to be thrown in equal proportions over the five or six years?—I think it ought.

5539. What other manure have you had experience in?—I use guano on my clay.

5540. How long does guano extend, in your judgment?—If you grow turnips with guano, and feed them on the land, and then grow a crop of corn, and feed that on the land, it is all there. It depends upon the style of farming; we ought to be remunerated according to our style of farming. If I sold everything I produced by my manure, I should have nothing to extract from my landlord; I should have received the benefit. Whereas that is not so if I feed

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feed the corn that I grow; and I do feed every portion of corn that I grow, except wheat; I have never sold anything but wheat in my life. I graze oxen with my beans, and with the barley my pigs. I sell nothing but wheat.

5541. Have you any opinion, and if any, what opinion, about the length of time that guano ought to be paid for by the incoming tenant?—It mainly depends upon the system pursued by the tenant.

5542. Supposing it applied to the turnip crop?—Supposing it applied to the turnip crop, then the coming-on tenant ought to take possession of the turnip crop; is that what I am to understand the question to mean?

5543. Supposing guano applied to the turnip crop; a corn crop, barley, or oats would follow, and then if there were a change of tenancy what should the incoming tenant pay you, in your judgment?—If I had had a crop of oats afterwards, and sold those oats, I ought not to be paid for more than one crop; I should then have had the advantage twice; it would last in the land for three years.

5544. The question of selling the oats, or barley, or beans, would have nothing to do with it; if you consume the barley, oats, or beans upon your farm, they would be a separate item of payment as artificial food?—Yes; then my claim would be for one crop, or one-third.

5545. Go step by step; in the case put to you, what, in your judgment, should be paid by the incoming tenant for the cost expended in guano as manure?—In answer to that, I feel bound to say again that it entirely depends upon the system of farming.

5546. Take the system of a crop of turnips, and barley, or oats, and then change of tenancy taking place, what should the incoming tenant pay?—I could claim only a third. I want to know whether I am to be charged for manure in coming on a farm, and whether I am to be paid for my manure again. One thing grows out of another.

5547. It is a separate question entirely; you are asked this: in your judgment, you say you would be entitled to receive one-third?—That is my claim in consequence of having left a larger quantity of straw to convert into manure.

5548. That in fact would be throwing the benefit of the guano over three years?—Yes.

5549. Going back to the point about the improved value of the farm at the expiration of the term, because from the answers you have given it seems as if there had been a wrong impression upon the subject?—I am afraid I did not properly explain myself.

5550. You have said that in your judgment a farm may be increased from 20 *s.* to 40 *s.* value per acre at the end?—I merely put it as a possibility; I did not say it would be so; it is possible it may be so; there can be no doubt that there is land capable of being doubled in value.

5551. Taking such a case where the land is capable of being doubled in value, what, in your judgment, ought the tenant to be paid for having so doubled the value of the land?—It seems to me very reasonable that if I have enhanced the value of the land 100 per cent., I ought to have my full relative share of the advantage of it

5552. What would be that relative share, in your judgment?—I do not feel myself competent to say; it appears reasonable, looking at the thing, that if I had made the landowner's estate worth 12,000 *l.* that was worth 6,000 *l.*, without any act or expenditure or risk on the part of the landowner, I am entitled to the whole sum I have put on, on leaving the farm; there does not seem anything irrational in my demanding the whole of that 6,000 *l.*, the value of which by my judgment and capital I have placed there.

5553. Then if a farm were worth in fee simple 6,000 *l.* when you came in, and when you went out it was worth 12,000 *l.*, in your judgment, you ought to be paid 6,000 *l.*, in the lump?—I really cannot see anything wild or speculative in my demanding it.

5554. Is that your judgment?—It is really my judgment.

5555. Is that your judgment, without reference to the profit or recompense that the tenant may have received during the 20 years he has held the farm?—Yes.

5556. Your answer is really "yes"?—Not without an explanation why.

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5557. Then explain it, if you please?—It is this: that during the whole time I have held the farm I have paid for the improvements, and if I had lost 6,000 *l.* during that time, and that is nothing very improbable, the landlord would not make it good to me; and then, if I make his estate worth 6,000 *l.* more, it is my money which is vested in that property, and I ought to have a claim for it. I am not calling upon the landlord to pay it; if the farm is let again, the incoming tenant would pay it. Of course it is an extreme view of the case; it is not likely a tenant would claim or get it; but if he did, the landlord would not suffer anything; he would only be standing in as good or a better position than before.

5558. Suppose accidental circumstances, such as an increase in the value of produce?—I do not think the tenant has any claim in consequence of any increase in the value of land, caused by the increased value of produce.

5559. How are those matters to be separated?—I do not think they have any connexion.

5560. Where the value of the land to rent or sell is increased, owing to improved skill in husbandry, without reference to accidental circumstances, how would it be then?—It is improved to rent it; it has not gone back; there has not been a great deterioration in the value of land.

5561. Not going back is advancing?—No, I do not see that.

5562. If the produce has gone back, and the land has maintained the same value, that is a relative improvement in the value of land?—So far it is, that is in consequence of the greater quantity grown.

5563. And your judgment is, that without reference to the profit the tenant may have made during his holding, he is entitled to the whole increased value of the land?—It is an extreme case put again in the same way. I must absolutely reply to it as before.

5564. The question is put clearly, not to have a misunderstanding of the question?—Nothing can be plainer; and again I state, that if I have taken a holding of the landlord's, without reference to accidental circumstances, and have enhanced its value without any expenditure and risk to the landowner, and have doubled its value, I fancy myself entitled to the whole advantage.

5565. In letting an estate 20 years ago capable of such improvement, has not it been ordinarily let, in consequence of that, at a low rent?—If I take it at a relatively low rent, that is, if the landowner lets me have it for less money than it is worth, with the view of my improving it, then he should join with me in the prospective advantages of it, because I lay out less capital during that time, and then I participate with the landowner in the advantages.

5566. How do you lay out less capital?—I pay less rent.

5567. That would be your way of considering that you laid out less capital?—Most assuredly: many parties do let farms upon improving leases; it is as advantageous to the landlord to let farms for high cultivation as it is to us, because it is not so much a question between the landlord and tenant as the advantage to society. We employ a greater quantity of labour, and produce a greater quantity of food.

5568. In your judgment, is not good interest of money, a sinking fund sufficient to repay the capital, and a just trading profit, sufficient inducement for men to lay out capital who have got that, without anything beyond that?—Yes, it would be under ordinary circumstances, but it is not a sufficient inducement to make me improve another man's property without some reciprocal advantage to myself. I do not think I ought to place you in a better position without receiving some of the advantages of it. Suppose I take a farm for 20 years; if I farm that land well up to 16 years, that is for my advantage. A lease is for the security of the tenant, and it appears to me that the tenant-right is for the sole and entire advantage of the landlord, and not the tenant. It seems a paradox, but nevertheless the effect will be for the advantage of the landlord, and not of the tenant, because it will cause me to farm up to the end of my term in such a way as to secure the landlord a greater rent at the next letting.

5569. You are giving a meaning to tenant-right different to what any other person who has been called before the Committee has given to it; what do you mean by tenant-right?—The tenant-right appears to me to be a repayment of money laid out in unexhausted improvements, and the Bill that I hold in my hand

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hand is for permanent outlay in building, if it be judicious, and for draining, and for fencing and road-making, and all those things which appear to me to be improvements; and if there are advantages to be derived therefrom by the landlord after I have ceased to hold my farm, I claim that as tenant-right.

5570. Even if you have got back the money and interest, and the profits?—That does not weigh upon the question. If I had neither got profit nor return in any way, the landlord still demands my rent; my risk is nothing to him, and therefore my advantage is nothing to him. Placing the case as it has been put just now, upon an estate under an improving rental, it is a very different thing; we participate in the advantages and the risk.

5571. Who is to judge 20 years back whether it is an improving lease or not?—That is a matter to be decided; you may put it in your lease that I let this estate to be at a low rental, because it is in a bad state.

5572. Then is the simple insertion of the words in those leases to decide whether the tenant is to get anything at the end or not?—Yes, the tenant would not be foolish enough to sign it, if it was not to have that effect; I am taking an extreme case, and placing it by the side of the other.

5573. Mr. *Sotheron.*] What do you mean exactly by improvements; a question has been put to you from which it appears that the hypothesis is, that the land is improved to the amount of 6,000 *l.*; that is an extreme case?—Yes, of course.

5574. What is the exact meaning you understand by the word improvement; do you consider draining an improvement?—Yes.

5575. Is all kind of building by the tenant an improvement?—Not all. I say if a tenant does anything, and it does not turn out to be advantageous to the landlord, although he lays out money, I would have you to distinctly understand he has no claim upon the landlord other than for the advantages that the landlord is to derive.

5576. Then those buildings that are really beneficial to the occupation and cultivation of a farm you consider to be improvements?—Yes, of course.

5577. You consider manures to be an improvement?—To a certain extent.

5578. Marling and chalking you also consider improvements?—Yes, all mineral manures; for longer dates than my brother farmers generally do, I consider them to be beneficial to land.

5579. Now you have stated under the head of improvements, draining, beneficial buildings, manures, which are to be taken in a certain proportion, according to the occupation and the number of years they have been applied, marling and chalking?—Yes, marling and chalking, and other similar things.

5580. Is there anything else you class under the head of improvements besides those?—Yes, but those are the heads; if I fed sheep with corn, I consider that an advantage to the estate, but that would come under the head of manuring; I know of no other heads.

5581. Then, according to your understanding of improvements, is it possible that an incoming tenant should ever have a claim upon a farm such as has been spoken of, to the amount of 6,000 *l.*; that is, is it possible, do you conceive, that there should be any such improvements upon a farm of such an extent as would amount to 6,000 *l.*?—No, I do not think it is likely.

5582. Then in what manner do you lay that before the Committee; your opinion is, if you were rightly understood, that your mode of reckoning what ought to be paid under the head of tenant-right is the value of what has been done by the tenant at the time he quits the farm; is that so or not?—Not what has been done, but the result of what has been done. I wish the Committee clearly to understand the distinction: if I have not made the landowner's property more valuable, I do not think I have any claim upon him; but if I have enhanced the value of his property with my own capital and my own exertions, I claim that additional value.

5583. Then it is the value of what you have done upon the farm at the time of quitting the farm, which is to be reckoned for the incoming tenant?—Yes, that is what appears to me to be reasonable.

5584. What is to be reckoned, therefore, is the value that has been given by the application of the outgoing tenant's capital to the farm, according to the value at the moment he quits it, that is to be charged the incoming tenant?—Precisely so.

5585. Then you are not to be understood that the tenant is to receive as a compensation

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compensation or tenant-right the value of all that he has laid out upon the farm during the time he has occupied it?—No, that is what I particularly wish to distinguish; if a tenant were to lay out 6,000 *l.*, and not do the estate any good, I do not see the landlord has a right to pay a farthing for it.

5586. Mr. *Henley.*] Going back to the question of the 20 *s.* and 40 *s.*, suppose a farm to be worth 20 *s.* when you enter, and by the outlay of your capital you have made it worth 40 *s.* when you go away, you think that upon a farm of the given size, if it were worth 6,000 *l.* when you went in it would be worth 12,000 *l.* when you went out?—Of course it would.

5587. Then is it your judgment that the incoming tenant should pay the outgoing tenant that 6,000 *l.*?—Yes, upon those premises it is.

5588. And then the landlord would only continue to receive his 20 *s.* as he did at the beginning?—Yes; he has done nothing to increase his demand.

5589. Then the incoming tenant, according to your judgment, is to pay the 6,000 *l.*, which is the increased value of the farm, and the landlord is to receive his 20 *s.* rent, as he did when you began?—It does not appear to me that I am placed in a fair position by answering that question, put in that way.

5590. Why not?—I want to give the reasons for answering the question in the affirmative.

5591. Give those reasons?—My reasons are that the landlord has done nothing to increase the value of that estate; that it is through the employment of my capital at my risk entirely it has been done. If I have manured the land and put mineral manures, in the first place that makes a difference. I could speak as to the case of a gentleman, but of course I do not wish to mention names.

5592. Be so good as to confine yourself to the reasons?—Then I say yes, in the abstract.

5593. Now will you give your reasons?—I have already stated that if I lay out my capital at my risk, I ought to have the advantage of it, as it appears to me.

5594. Mr. *Sotheron.*] Supposing a farmer to occupy a farm for 20 years, and to have improved it from 1 *l.* an acre to 2 *l.* an acre in value, and that he has laid out upon it articles in improvements to the amount of 1,000 *l.*, is he to receive 1,000 *l.* or 6,000 *l.* according to your theory?—He should be paid for the improved value of the farm.

5595. To which of those principles do you adhere, whether the figures be right or wrong; that is, if by his improvemts he has raised the value of the farm to 6,000 *l.*, is he to receive the 1,000 *l.* expended in the improvements, or the 6,000 *l.* to which he has increased the value of the estate?—The increased value.

5596. Putting the interest on one side, is it upon the 1,000 *l.* or the 6,000 *l.* that he is to receive?—Upon the eventual value of the outlay.

5597. Then it is 1,000 *l.* you understand he is to receive for tenant-right?—No; I understand that he is to receive as much as he has enhanced the value of the land.

Mr. *Thomas Swinnerton*, called in; and Examined.

Mr. *T. Swinnerton.*

5598. *Chairman.*] YOU are a Farmer, resident at Caldecot, in Warwickshire?—Yes.

5599. What is the extent of your occupation?—About 480 acres.

5600. What is the time of entry upon farms in Warwickshire?—Generally Lady-day.

5601. Where is your farm?—In the north division, on the side of Leicestershire.

5602. The entry being at Lady-day, who takes the following crop of wheat, the outgoing or incoming tenant?—The outgoing tenant takes the following crop, except an arrangement is made for payment; the agreements are now generally made so that the outgoing tenant cannot hold it, but it must be valued to the incoming tenant.

5603. Mr. *Henley.*] By custom the outgoing tenant takes it?—He takes the value of it, whether it be in the crop or in money.

5604. If there is no agreement he takes it?—Yes, if there is no arrangement between the two tenants.

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5605. *Chairman.*] Whom does the manure belong to that is on the premises —To the landlord, we should call it so, or to the incoming tenant.

5606. If the outgoing tenant has spent cake upon the feeding his beasts, does he receive compensation?—I do not think that has been generally done in my neighbourhood. I do not think he could claim under the present custom anything.

5607. If he has used bones, has he any compensation?—Bones are not much used except on the sandy lands; where they are beginning to use them, some little alterations are made in the agreements, so that there shall be compensation for the bones for a series of years afterwards.

5608. Is land generally held from year to year with you, or upon lease?—A lease is very rare indeed; the holding generally is from year to year.

5609. Mr. *Egerton.*] Over what number of years would the compensation for bones on your land extend?—I should think about to five years; I think they improve to five years upon our land.

5610. Have you used bones?—A small quantity myself; they are not generally used upon our land.

5611. *Chairman.*] Is there any compensation for improvement of the land with you paid by the incoming tenant?—No, except for draining.

5612. And what is the nature of that compensation?—According to the opinion of many valuers it only extends over three years. I am a land valuer myself, and therefore have had considerable experience in the customs of our neighbourhood for 15 or 20 years.

5613. Are you accustomed to value between outgoing and incoming tenants?—Yes, frequently.

5614. In the opinion of some it only goes for three years, is that the general custom?—Yes, that has been the custom; we are getting it extended to a longer period.

5615. Does that period apply to old bush draining without tiles?—It has been more common to drain without tiles than with; till within the last few years, it used to be done by turf draining; now that we drain with tiles and deeper, it requires a longer period.

5616. It formerly was considered that three years was a sufficient remuneration for turf draining?—I never thought so.

5617. For tile draining you would say decidedly not?—Decidedly not, and particularly upon grass land; it wants a longer period for grass land than ploughed land.

5618. It does not answer so well upon grass land?—It is immediate upon the ploughed land; upon the grass land it is for a time a disadvantage.

5619. How so?—I have seen it change the nature of the grass; it frequently does not produce so much as before, until a different description of grass gets up.

5620. What would be a fair period for compensation for tile draining upon grass land and arable land?—We are draining three feet and three feet six inches upon some of the strong clay lands; over 10 years there, certainly not less than seven.

5621. Have you any marling in Warwickshire?—Yes.

5622. Mr. *Henley.*] Is it 10 years upon the arable land?—Upon both, if it is deep draining.

5623. Do you put it the same upon both?—Arable might be put at seven, and the grass land at 10; it is only the first year or two that there would be any difference; at the end of two or three years there would not be a different compensation upon grass land from the arable.

5624. *Chairman.*] Is there any marling in Warwickshire?—Not so much as there used to be.

5625. Is it better to employ artificial manures?—It has been done till our land is heavy; ours is a strong clayey land; our forefathers, when they marled so much, they got it done cheaply, and now we suffer for it.

5626. They have over-done it?—Yes, in many instances.

5627. Mr. *Sotheron.*] That is putting marl upon clay?—Yes.

5628. *Chairman.*] They made it too strong?—A small portion might be beneficial; it has been done over and over again, and it is got now too close.

5629. Are your buildings capable of improvement in Warwickshire?—We are improving them very much now; I think they have been capable of very great

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great improvement, and I am glad to see a good spirit among some of the landlords and tenants; they are improved very much upon a good principle, and they are better adapted to make better manure.

5630. They have not improved all the farm buildings in the county?—As a matter of course it depends in a great measure upon the landlord and upon the tenant and their means, in some respects; ours are generally small holdings; on a great many of the estates, I could mention one, near me; I speak of Leicestershire as well as Warwickshire; the custom is similar in my district, some of the buildings are much improved, but some of the smaller farms have not been done anything with.

5631. Would it be desirable to admit the principle of compensation to the outgoing tenants for their reasonable improvements made on the farm?—Yes, it is very desirable, and it would tend to improve the cultivation of the land very much.

5632. In what way?—By a greater outlay of capital, where I think the great check to all improvements is now.

5633. You think the outlay of capital is at present discouraged, from a feeling of want of security?—Yes, that has been the impression upon many occasions when I have valued.

5634. Could you state any cases in point?—I could state cases where it has occurred.

5635. Will you state them without mentioning any names?—I know a case of three brothers, occupying land under one landlord, I believe to the extent of about 670 or 680 acres; they were encouraged by the landlord to lay out their capital, under a promise that they would never be interfered with; they found most of the materials themselves, and found the tiles for some years; the last two or three years of the draining the landlord found them tiles; nearly every foot of the land was well drained. About the period of completion, a notice was given to the tenants, and an intimation that a valuer would be appointed to go over the farms; that was done; what the value was which was put upon them did not transpire, but the rent was increased 1 *l.* an acre, but eventually it was compromised for 10 *s.*; that was the hardest case I ever knew of outlay of capital and want of security.

5636. Can you state other cases of a similar character?—I know of several, but not cases so clear as that.

5637. The question is whether you have any doubt that the want of security for the outlay of capital is a discouragement to increased cultivation in Warwickshire?—Most decidedly so.

5638. Is it generally a discouragement to the employment of the agricultural labourers?—Of course it is; it would be mainly instrumental in the employment of labour more than anything else; the great neglect of the proper cultivation of land is from the want of labour being employed upon it.

5639. As a practical man, do you think if the tenants of Warwickshire had a reasonable security for their outlay, they would be disposed to avail themselves of it, and to produce more wheat and employ more labourers?—Many farmers would do it, no doubt, as far as they have the means.

5640. Is there any other point you wish to mention to the Committee?—No, except as to the farm buildings; it is necessary that the tenant should have good farm buildings; that is one of the greatest improvements that could be made; tanks are much wanted for the liquid manure, and so on; and if the landlord was not willing to give a compensation for them the tenant should be allowed to remove them, as well as to receive compensation for unexhausted improvements.

5641. There are cases where landlords could not afford to make the improvements out of their own pockets?—Yes, I know that.

5642. Though all farmers would not be able to make improvements, still there are many who would, if they had the security?—I am quite sure they would, at their own expense.

5643. Do you think it would be desirable to give security for money laid out upon farm buildings in a reasonable way?—Yes, to secure them, the tenant should be paid for them, or allowed to take them down; at the present time they cannot remove a stone.

5644. You consider that the improvement of the buildings is almost necessary to the improvement of the farming?—I consider it very important indeed;

there has been great improvement made in the land where they have had good improved buildings; another thing is, that with respect to the manure there is much loss; if a man knew the loss and waste that there is often in his farmyard manure, he would not lay out so much in artificial.

5645. Mr. *Henley.*] How long have you known the neighbourhood?—I was born in the house that I occupy; we have occupied that farm 52 years, my father and myself.

5646. Are you acquainted with the custom of the trade with regard to buildings?—I am so; when I speak of acquaintance with it, I am acquainted with our neighbourhood.

5647. Speaking of trade and commercial fixtures, as contradistinguished between commercial and agricultural?—Yes.

5648. Your opinion would be that the farmer should be put upon the same footing as tradesmen, as regards the buildings which he erected?—Yes.

5649. That would be satisfactory?—It would be desirable to have it upon the same plan, either to remove them or be taken to

5650. That is the case with trade buildings, a man may take them away if he does not agree with the party?—Yes; that has been so where I have been called in.

5651. That would be satisfactory to the farmers?—Yes; I have never heard the farmers express themselves so, but I believe that to be the case.

5652. As to this case which you stated, where the party had his rent increased, how long was it that he had occupied the farm?—There were various periods; some 10 years, others seven years, others five years; they were taken at different times.

5653. In the case of this party you have spoken of, the rent was raised 10 *s.* an acre?—Twenty shillings; it was likely to have come into a court of law; they over-held under the false impression that the landlord would take the 10 *s.*; it was afterwards compromised for 10 *s.*

5654. How long had the party occupied the land, and commenced the draining?—I should think in one instance perhaps 10 years, in another about five, and in another about eight.

5655. Then the draining during the 10 years had gone on partly during each year?—A certain portion in every year, till within the last year; nothing was done on any of the farms during the last year.

5656. Do you speak of such cases as those as exceptional cases, or do you speak of them as common?—I could speak of more, but I have not heard of anything like that upon so large a scale.

5657. It is not the rule?—No, certainly not.

5658. Then those are the exceptive cases?—They are the exceptive cases.

5659. As a valuer, do you take any notice of the dilapidation of the farm?—I have had a case of that kind, where we have had a very considerable matter left to arbitration; I was an arbitrator upon the point, and a most extremely bad case it was.

5660. Should matters of that kind be set off against any expenditure of the tenant?—As a matter of course where there is a dilapidation I consider that would be a set-off in balancing the account.

5661. At present, unless the tenant holds under a lease with covenants, he has great difficulty, if the land is in a bad state of cultivation, of settling the question of dilapidations of the land?—Yes, it is so ill-defined, and so few people entertain the same opinion about it, that there is always a difficulty about it.

5662. In your experience as a valuer, have you often seen farms given up in very bad condition?—Yes, I have.

5663. And very frequently no recompense has been recovered?—Yes, very frequently.

5664. Are there as many cases on that side of the question as where parties may have had their rent raised unfairly?—No, I think that is the other side of the question; though many leave who have no notice taken of dilapidations, the complaint is, that there is a want of a better knowledge of the rights of landlord and tenant.

5665. That is an exceptional case on both sides, and not the rule?—Yes, perhaps so.

5666. In your judgment, do you think a tenant ought to be paid anything beyond the capital he has outlaid, fair trading interest for the capital laid out, and a sinking fund to get his capital back again?—No, that is the test and the basis of the calculation.

5667. That would be the fair way to reckon this matter?—Yes, that is generally the way we have estimated.

5668. Is there anything in your judgment that prevents a landlord, having the fee simple interest in land, willing to grant security to his tenant, from being able to give proper security if both parties agree?—No, that is the very best method if you can agree to do it.

5669. There would be an advantage in a law over an agreement of that kind?—An agreement might be, of course, entered into, both parties being willing to make it, and taking the locality it must be better than a general Act, taking the general system of the country; they might adapt it to the particular locality.

5670. In your knowledge many landlords from having limited interests in the land cannot give their tenants that advantage?—That may be the case; I have reason to think it is so.

5671. Persons having only a life interest in land?—Yes.

5672. Would it be a great improvement in the law, in your judgment, that persons having such limited interests should have power to grant security to their tenants for a limited number of years?—Yes.

5673. That would enable many agreements felt to be beneficial to be made?—Yes, I think so.

5674. Is guano used with you much?—Not to any great extent; it has been on some estates where the landlord has encouraged the tenant to make use of it, but not generally so.

5675. Has that received at the hands of the valuers any judgment as to the number of years it is to extend over?—No, I think not.

5676. You think it is not sufficiently used?—No, it is not.

5677. In your county, without any tenant-right, marling has been carried to an extent even to be injurious by your forefathers?—That was years ago; I am only speaking of my own description of soils; there are soils I should be glad to get done now, but it is too expensive, the carriage is so heavy, to move it from place to place.

5678. The old marl pits about the country show that has been pretty extensively used by those that have gone before?—Yes.

5679. Mr. *Colvile.*] You say security is desirable for the tenant?—Yes.

5680. How do you propose to get that?—That is a question I am not capable of answering.

5681. Do you think legislative interference desirable?—Yes, I think it is absolutely necessary.

5682. Is it not the fact, that voluntary tenant-right is creeping in in your neighbourhood?—I do not know that it is, further than this, we have been endeavouring, upon calculations, to try and make some alterations where we have felt there has been some evil.

5683. Have you any relations living near No-Man's Heath?—Yes.

5684. Is not it notorious, that a gentleman there is giving very extensive tenant-right upon his estate?—I do not know it personally.

5685. Is not it notorious that voluntary tenant-right is given there on one of the estates to a great extent?—No, I have not heard it. I suggested it at the time that my relation took that farm; I went to value for him there; and I suggested to him some alterations in the system; but there are, I believe, some of the landlords in that neighbourhood now acting upon a very liberal scale, that I have reason to believe; indeed, I could speak to that particularly. On that farm of my brother's they have been met extremely well.

5686. Where is that?—Near No-Man's Heath.

5687. Then you have heard that tenant-right is creeping in in that way?—Yes, with the liberal landlords; but you cannot compel them if they will not.

5688. As other landlords see the advantages of tenant-right, will not it extend, do you think?—To a certain extent.

5689. You are aware that it has done so in Lincolnshire?—Yes; it has been a kind of tenant-right for many years.

5690. Is there any difference between Warwickshire and Lincolnshire?—Lincolnshire is, I consider, rather an infant in comparison with Warwickshire; they established a better tenant-right there at first; I know the system is there to be paid

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paid for manure, and other things the same as in some parts of Nottinghamshire, I believe it is generally allowed there, and it would be a very good thing if introduced in our neighbourhood; the difficulty is in doing it without compulsion.

5691. Have you any leases in your neighbourhood?—Scarcely any.

Mr. *James Harding Waterson*, called in; and Examined.

Mr. *J. H. Waterson.*

5692. *Chairman.*] YOU are a practical Farmer, residing near Dorchester in Dorsetshire?—Yes.

5693. What extent of land do you occupy?—Upwards of 1,000 acres, nearly 1,100 acres.

5694. You are secretary to the Dorsetshire Protection Society?—I have the honour of being so.

5695. Does your land lie on the hill?—On the hill; I have a great deal of chalk land; mine is a variety of kinds, some is very strong; I have a variety of soils, some light sand.

5696. Mr. *Sotheron.*] How much down have you?—I cannot here state the exact number of acres; I suppose, at a rough guess, upwards of 400 acres altogether; I occupy two farms.

5697. That is 400 out of the 1,100?—Yes, I lease that with sheep.

5698. *Chairman.*] What is the time of entry upon farms in Dorsetshire?—There are various times of entry, but it is generally Lady-day.

5699. When a new tenant comes in at Lady-day, who takes the following wheat or barley crop?—It is generally taken by the outgoing tenant, unless by some special agreement; it is valued on the ground, and taken off; it is generally worked off by the outgoing tenant.

5700. To whom does the manure belong?—To the incoming tenant generally.

5701. The incoming tenant takes it, whether made with oil-cake or whether it is mere straw and water?—Yes.

5702. Is there any compensation for improvements to the outgoing tenants in Dorsetshire?—Not that I am aware of.

5703. Nor for the purchase of artificial manure?—Not that I am aware of; I never heard of any.

5704. Do you think that if compensation were given to the outgoing tenant for various kinds of improvements, that the Dorsetshire farmers would be disposed to avail themselves of it?—Yes, they are doing a great deal now, and I have no doubt they would still do more if such was the case.

5705. Is not chalking one of the principal means of improvement in your part of Dorsetshire?—There is a great deal of chalking in our neighbourhood.

5706. What is the cost per acre of that?—There are prices according to the depth and situation; I think the fair average would be, to take one with the other, say 40 *s.* an acre; it could be done well for 40 *s.*; there are various ways of doing it; we occasionally get it done for 35 *s.*; of course it is in some measure according to the quantity you put on per acre.

5707. Is there a great deal of land that would be benefited for a considerable time by chalking in Dorsetshire?—There is a great deal of land from which you can scarcely get any crop at all until it is chalked.

5708. Should you be glad to find employment for the Dorsetshire labourers?—Yes, it is a very great advantage to the labourer, because it employs him when work is very scarce; it is generally done in the winter months.

5709. I suppose the farmers in Dorsetshire find a difficulty in employing their men in winter?—When corn is low, labourers have more difficulty than when it sells well, to get work; our poor-rates have been very large when things are low.

5710. Do you think it would be very desirable to give farmers protection for the outlay of their capital?—Yes; I am not one of those that want to go to the extreme; I think a just protection would do a great deal of good. I here mean protection to the capital of the tenant's outlay.

5711. Do you think that from the loss of protection against the foreign producer, it is particularly desirable, looking forward to the possible contingency of low prices, to arm the farmer with the means of meeting low markets by increased produce?—Certainly. I think this one cause why the tenant should still continue to lay out capital with some chance of saving the capital before invested. It is generally the practice of gentlemen to cry out "Cultivate! cultivate!" Farmers say, "We do cultivate; we are anxious to cultivate; we will cultivate; but we must have some protection now for the money we lay out."

5712. You can state that the farmers say so?—Yes, they do indeed, and I think with just reason under present circumstances.

5713. Is that the general opinion of the Dorsetshire farmers?—Many I have consulted are of the same opinion, that they ought to have protection for capital expended, and some means of making sure that by having notice to quit that capital shall not be left behind unrepaid. There is now no law to enable us to claim that money which has been expended on the farms we occupy, therefore upon any sudden notice to quit, or anything of that kind, that which I am alluding to would happen. For instance, on chalking, if a person lays out 104 *l.*, from that perhaps he does not derive benefit as a farmer occupying the land under three years, a very little benefit at all; the fourth year he does, and if it goes on for some years after. It would be a very hard case for the farmer, supposing anything occurred, to have notice to quit before those three years; that he should leave all that he has expended, say 100 *l.*, for the incoming tenant, and yet for which he would have no claim as matters stand at present.

5714. Has any case of that kind arisen within your knowledge?—I cannot doubt that such would be the case. Suppose, again, I chalk 50 acres the second year, that would be 100*l.*; that would be 200*l.* which I should get no benefit from if I were to quit that farm, if within the three years I had notice to quit.

5715. You mean that chalk in your neighbourhood is not found so beneficial at first as it is after two or three years have passed?—Chalk generally must take some time to get mixed with the soil before we get any benefit to any extent or any remuneration from it; I should say the third year.

5716. What plan would you propose to remunerate the outgoing tenant for chalking?—If I take a farm I consider my money is laid out for the three first years; that is the first year's chalking. I go on one, two, three, and four, and then drop to landlord one-fourth; the next year one-fourth, the next year one-fourth, and perhaps you would be chalking the following year in the same rotation; then go from the second year one, two, three, four, dropping to landlord one-fourth, and every seven years the landlord would be free; still you are going on with the improvements

5717. Mr. *Henley.*] It would be thrown over seven years to be paid the full amount for the first three years, and be proportionately deducted after?—It would fall regularly in its turn from the first year.

5718. Mr. *Moody.*] Do you renew your chalk on the same land?—Not for some number of years.

5719. *Chairman.*] The benefit continues 20 years, does not it?—It is considered to last for 15 to 20 years. I have seen myself, where part of a ground has been as different as possible, which had been chalked some years before in a square, and after chalking all that round and about, three to four years after has made that ground as good as the other, although before it would not bear so much by a third.

5720. You consider that a tenant's claim would be fully satisfied at the end of seven years, and that the landlord would derive a benefit more or less for the other 13 out of the 20?—Yes, and would have nothing to pay after the seven years on such improvement made the first year.

5721. On those terms you think the farmers would be disposed to make improvements?—I should for one be glad to do so, and I know many others would also, although we continue to do so without such law.

5722. To turn to another part of Dorsetshire, towards the west, is not there a great deal of draining wanted there?—In the Blackmore Vale.

5723. And there, you think, draining would be very beneficial?—Yes.

5724. Would it tend to increase the produce?—Yes; it is very generally carried on more or less. I do not understand much about draining; I live in a part where no drainage is required.

5725. Is there any other point you wish to mention to the Committee?—No, nothing more than respecting buildings. I am of opinion, where the tenant is obliged to put up buildings at his own cost, that certainly he ought to have it in his power, if he should have notice to quit, on leaving, to be remunerated by the taking of those buildings by the incoming tenant or landlord, or have liberty to remove them himself.

5726. And you think there are farms in your part of the country, where improved buildings are necessary for improved cultivation?—There are farms that

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that have not got the number of outbuildings for stock and implements which are desirable to carry on the farming with advantage. With respect to tanks, it is a pity to see in the old farm-yards the essence of manures running away. I think in regard to building tanks, if the landlord will not do so, the tenant ought to be allowed to do it; and when he leaves, it is very reasonable that he should have a remuneration, that he should have the value of them when he leaves. It is a substantial improvement, and it is improving the property for the benefit of the landlord, as well as for that of the tenant. It would be very fair for the tenant to have remuneration for such.

5727. Mr. *Moody.*] How long have you occupied your farm?—My father's occupation and my own has been upwards of 50 years on Waterson Farm.

5728. You have stated it to be 1,100 acres?—That is with another farm I have since taken, since my uncle's decease. I have occupied Waterson between eight and nine years since my father's death; I followed my father as tenant.

5729. What was the proportion of the down land to the tillage when you first came to the farm; you say it is reduced now to 400?—That is on the two farms.

5730. Speaking of the 1,100 acres altogether?—Where I am living, at Waterson Farm, full 140 acres have been broken up; I have got more than 200 acres of pasture now on that farm, my father and myself have broken up to the extent of 140 acres, a great portion of which was furze.

5731. Did you do that unassisted by the landlord?—Yes, which I should have to give up in grass, or in preparation for turnips.

5732. Must you lay it down again?—Or give up other land in proportion.

5733. You have broken that land up with the consent of the landlord, of course?—Yes.

5734. And were you at all assisted by him in the expense of that?—No, only the first banking, plants, and fence.

5735. Then you considered yourself repaid by benefit of its conversion into tillage?—It was not so valuable before as since it has been broken, certainly; it has been chalked.

5736. Do you hold on lease?—No, by the year.

5737. Lord Portman is a considerable owner of land in Dorsetshire; are you aware that he has adopted a new lease lately?—My brother-in-law has got a large farm under his Lordship; I believe he has taken it on lease; I know nothing of the purport of the document.

5738. You do not know that in his new leases his Lordship has introduced protection for the outgoing tenant?—I am not aware of that; if I were so I would state it; I know my relation has taken a farm by lease, but what the nature of that lease is I do not know.

5739. Mr. *Burroughes.*] Are there any agreements in which a compensation has been made for chalking in the manner in which you propose it should be done by legislation?—I have not seen any such agreement.

5740. Would it not be very easy to make an arrangement by agreement to allow remuneration in the manner you have described for chalking?—I think it is very simple so to do, and I think other outlays by tenant might be carried out on the same scale, as to bones and guano, and the tenant going on with improvements. The same with fences and orchards.

5741. Could not that arrangement you allude to be as well done by agreement as by legislation?—It could be done; but I suppose there are many landlords who may not feel inclined to do it. I consider that remuneration for unexhausted outlay by tenant would be justice between parties; it is taking no advantage of the landlord.

5742. The question was simply whether you see any difficulty in the way of making that arrangement by private agreement?—Yes; I expect there would be great difficulties in making it the general rule, at all events.

5743. Mr. *Henley.*] Would there be any difficulty besides that of the landlord not choosing to do it?—There ought to be none.

5744. Do you know of any difficulty except that either one party or the other would not be willing to make such an agreement?—I know of no reason besides that; it is justice; it is, in my opinion, taking no advantage. I am not one of those who wish to see advantage taken; I only want fairness between landlord and tenant. I have the honour of holding under a good landlord.

5745. Have you yourself asked, or do you know of parties asking to have agreements in the way you describe?—No.

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5746. Whether the landlords would grant them or not, you cannot tell?—No.

5747. Why do not the farmers ask for them if they would be of so much advantage?—That is very true. I do not know of any reason why, except, perhaps, not thought of before: farmers do not like to ask too much.

5748. Where it is for the mutual advantage, is it not a strange thing that the farmer cannot ask a plain question of that kind; you say that in your own case you have gone on from father to son, without any agreement from year to year?—Yes, no agreement of this sort.

5749. And could not you ask your landlord, seeing that this is so great an advantage as you say, to come to some sort of arrangement?—It is a sort of security against any sudden notice to quit. If I laid out in the last year or two the sum of 300 *l.* and I have no benefit from it, and the incoming tenant has the benefit, it is but justice, I think, that I should have compensation.

5750. It is a good reason why you should have it, but what is the reason why you do not ask the landlord for it?—Because, I suppose, I do not wish to be the first to do it. With good landlords it is not so much needed.

5751. Should you like a law to settle the rent between the landlord and the tenant?—I should like a law to make it more easy to pay.

5752. Should you like a law to do it?—I am afraid that a time will come when we shall have greater difficulty, and for that reason I think we ought to have protection on our outlay.

5753. Would you like a law to be made to settle what rent the tenant was to pay and the landlord to receive?—I do not see how it could be done.

5754. You would sooner have that settled between the farmer and the landlord?—Yes, most certainly.

5755. Why cannot you now go and settle all these questions yourselves?—Because there would be difficulties unless it was a general thing, and then we should be about the same.

5756. You say that you have not asked the landlord, and you do not know anyone who has asked the landlord to give a six or seven years' security?—Yes, I repeat that. Since I received the letter to come here, this plan has struck me as a very simple plan; I had not thought of it before.

5757. Mr. *Sotheron.*] Is not it the fact, that with a liberal landlord you do not think it necessary; and that where you have not a liberal landlord, you do not like to go and ask for it?—That no doubt would be the feeling of many.

5758. Is not that the reason why it is not generally done?—I cannot give any reason why it is not generally done. Until I received the letter, within this week, it never struck me about looking so much into it as I have since.

5759. Mr. *Burroughes.*] Has that suggestion of yours originated within the last week or within the last month?—Within this last week.

5760. Then your idea of compensating for chalking has suggested itself to you since you received the letter summoning you to attend this Committee?—Yes; and I think with respect to manures, they may be brought up in exactly the same scale with ending in a less number of years.

5761. *Chairman.*] Does that paper in your hand contain a calculation for the remuneration for chalking?—Yes; it is a suggestion of my own; and artificial manures may come under the same law.

5762. Mr. *Sotheron.*] Have you put into figures the substance of what you have told the Committee about the number of years for compensation?—Yes; and on the same principle I think the manures may be put under the same law.

5763. Mr. *Henley.*] Do you apply the same principle to all manures?—Yes, when bought.

5764. Have you any manures calculated for in that paper?—There is nothing about manures in this paper. I think the system may be the same, but not to the same extent of years.

5765. Mr. *Sotheron.*] That is to say, those are the figures which you think are applicable to marling and chalking, and you think that the same principle may be applied to manures, only spread over a different number of years?—Yes, a less number of years.

5766. *Chairman.*] Will you hand in that paper to which you have spoken?—Yes.

[*The Witness delivered in the paper, which is as follows:*]

Mr. J. H. Waterson.

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CHALKING, MARLING, OR CLAYING.

—	—	—	1849.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.	1858.
Years.	*Acres.*		£. s. d.	£. s. d.	£. s. d.	£. s. d.		£. s. d.		£. s. d.		£. s. d.
1849 -	50	Say 2 *l.* per acre -	100 – –									
1850 -	50	Ditto - - -	- -	100 – –								
1851 -	50	Ditto - - -	- -	- -	100 – –							
1852 -	25	4th year drop to landlord one-fourth -	25 – –	- -	- -	50 – –						
			75 – –									
1853 -	- -	5th year, ditto - -	25 – –	25 – –	- -	- -	Not any.					
			50 – –	75 – –								
1854 -	25	6th year, ditto - -	25 – –	25 – –	25 – –	- -	- -	50 – –				
			25 – –	50 – –	75 – –							
1855 -	- -	7th year, ditto - -	25 – –	25 – –	25 – –	12 10 –	- -	- -	Not any.			
			– – –	25 – –	50 – –	37 10 –						
1856 -	25	8th year, ditto - -	- -	25 – –	25 – –	12 10 –	- -	- -	- -	50 – –		
				– – –	25 – –	25 – –						
1857 -	- -	9th year, ditto - -	- -	- -	25 – –	12 10 –	- -	12 10 –	- -	- -	Not any.	
					– – –	12 10 –		37 10 –				
												20 – –
1858 -	104	10th year, ditto -	- -	- -	- -	12 10 –	- -	12 10 -	- -	- -	- -	25 – –
						– – –	- -	25 – –	- -	50 – –	- -	50 – –
									Claim to Outgoing Tenant - - - £.			95 – –

Mr. *Thomas Carpenter*, called in; and Examined.

Mr. *T. Carpenter.*

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5767. *Chairman.*] YOU were lately a practical Farmer near Chipping Norton, in Oxfordshire?—Yes.

5768. What is the time of entry in Oxfordshire?—Michaelmas generally.

5769. Does the incoming tenant pay the outgoing tenant for acts of husbandry?—He pays for the ploughings upon the turnip land, and generally takes a portion of the hay.

5770. At a spending price?—Yes, at a spending price.

5771. He pays for the clover seed sown, with the barley?—Yes, the seeds of course.

5772. Mr. *Henley.*] You are speaking now of the district round Chipping Norton?—Yes, I am speaking now of the district round Chipping Norton.

5773. *Chairman.*] To whom does the dung belong?—To the incoming tenant, that which is made from the last crop.

5774. In whatever way it is made it belongs to the incoming tenant?—Yes, the fold-yard manure, of course.

5775. Is any compensation given for any improvements made by the outgoing tenant?—There is very seldom anything of the kind; there has been an instance of that sort.

5776. Of what nature were those cases?—Compensation for bones and guano, when I left my farm.

5777. Generally speaking, there is no compensation?—I never heard of another instance.

5778. Nor for draining?—No.

5779. In your opinion would it be desirable that such compensation should be given?—I think it a very desirable thing indeed; it would very much improve the cultivation of the land.

5780. Taking the different heads of improvement with which you are familiar, in what way do you think the farmers in your neighbourhood would avail themselves of it, if there were binding clauses for compensation?—I think it would be a general thing to use bones and guano for the turnip crops; ours is a very light soil, and does not grow sufficient to manure itself. My custom always was, during a great many years, to sow about one-third of my fallows with artificial manure. Supposing I fallowed 70 acres, I did 24 or 25 acres with bones or guano.

5781. Would that tend to increase the crops of turnips very much?—Very much indeed.

5782. You are not far from the Cotswolds?—No; it is very much the same description of land.

5783. Is the turnip a very casual crop unless it is helped in this way?—Yes, very; by buying artificial manure for one-third, we could manure the other part well.

5784. You dunged a part of your turnip land?—Yes.

5785. And bought bones for the rest?—Yes.

5786. If the farmers were encouraged to buy artificial manure for the turnip land, would it tend to increase the production of mutton in the country?—Yes, very much.

5787. Mutton is very scarce now?—We should improve the quantity of feed, and that of course would make mutton.

5788. And it would lead to an increased production of corn?—Yes, it would increase every crop.

5789. Do you know that part of Oxfordshire which requires draining?—Some round our part does require draining.

5790. Would that land be very much benefited by the draining?—There is land there that requires draining; it is the foundation of farming, I fancy.

5791. Should you keep that land in grass or break it up?—It would depend upon the nature and locality of it.

5792. Is there a great deal of grass land that might be put under the plough with advantage?—Yes, it might be broken up with advantage.

5793. Therefore if the tenant had compensation for draining, and was allowed to break up that grass land, he might give a considerable amount of employment to the labourers in winter?—No doubt of it.

Mr. *T. Carpenter.*

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5794. In some parts of Oxfordshire it is difficult for the farmers to find labour in the winter?—There is too much labour in some parts of Oxfordshire.

5795. Would the draining and breaking up of grass land tend to remedy that evil?—Of course it would, in a great measure; it would increase their employment.

5796. Would it be desirable to give a tenant power to put up additional buildings where requisite, and receive compensation for them?—My opinion would be, if a tenant put up additional buildings, that he should either be allowed to remove them or be paid for them.

5797. Would it be a desirable thing?—It would be unfair to compel the landlord to take any buildings.

5798. Then if a tenant put up buildings without the landlord's consent, you think that he should have the power either of removing them or being paid for them?—Yes.

5799. If he put them up with the landlord's consent, would not it be desirable that a long time should be taken, within which the tenant should consider himself repaid?—Yes, most clearly that would be so if it were done with the consent of both parties.

5800. Is there any other point you wish to mention to the Committee?—No; not more than with respect to the use of bones, what time they should extend.

5801. What period would you give for bones?—For bones, four years; and guano, three; my system was two quarters of bones and two quarters of wood ashes to the acre, and then take off four bushels of each every year.

5802. You consider guano lasts three years?—Yes, and bones four.

5803. Have you seen the effect of guano last so long as that?—I have seen very good turnips grown from guano; and then by feeding turnips off you will receive more in the next crop; an increased quantity of turnips would increase the barley and seeds both.

5804. You do not consider a turnip crop to be a paying crop in itself, but you look to the greatly increased productiveness of the land arising from a good crop being fed off?—A turnip crop would not pay the expense; but by the increased manure put on, the barley crop would pay it. The guano is not so lasting as the bones.

5805. Mr. *Henley.*] The period that you have spoken of for bones and guano was by arrangement made when you quitted your farm?—Yes.

5806. That, in your judgment, is what is fair between the parties?—Yes, I think so. If I were entering a farm, I would be very willing to pay it rather than not have the manure put on.

5807. Guano has been used but for a few years, and bones not much longer, in your neighbourhood?—Bones have been in use longer than guano.

5808. For what period have they been in use?—Bones have been in use more than 20 years.

5809. Do you know whether any other instances have taken place of arrangements being made in your neighbourhood of the nature you made when you quitted your farm?—No, I do not know of any.

5810. Whether that has been done or not, you do not know?—I never heard of any.

5811. Have you been engaged in valuations?—Yes, as to acts of husbandry, crops, and stock.

5812. Ought the breaking up of grass land to be compulsory by law, or ought it to be left to the parties to do as they please in the matter?—I think it ought not to be compulsory. There is one observation I wish to make. I think it is a great injury to the cultivation of the soil for gentlemen to employ people to value land that take a per-centage upon the rent.

5813. It is a bad mode of paying the valuer?—Yes, it is a bad mode of paying the valuer. I consider he is only a yearly valuer, and if you get a yearly steward and a yearly tenant, the one gets all he can out of the gentleman's pocket, and the other all he can out of his land; that is one of the things we want to get rid of.

5814. You would not hold to valuers not being paid at all?—I should rather not have those sort of men. I know very good men gentlemen's stewards that do justice between landlord and tenant; I do not know any of those men that take so much for valuing a farm that do it.

5815. Mr. *Sotheron.*] Is it the stewards whom you propose not to be paid by a per-centage? – The land agent; I think it is a bad custom for him to be paid a per-centage.

5816. Your observations do not apply at all to the stewards?—No, I mean to make no observations against the gentlemen's stewards; they generally do justice.

5817. *Chairman.*] You are understood to say that bones have been used for the last 20 years in your neighbourhood?—Yes.

5818. But that you are not aware of any instance in which any compensation has been made to the outgoing tenant, except in your own case?—Yes, just so; I have not heard of any other.

5819. Therefore nothing that can be called a custom has grown up in those 20 years of allowing the outgoing tenant for the bones?—Nothing whatever.

5820. And as a practical man, you are of opinion, that if allowance were made for bones, the use of them would be increased?—I think they would be very extensively used, and, as a farmer, I should be always very glad to pay on entering a farm in the way I state.

5821. You would rather pay for entering a farm in a good condition than come into a starved farm gratis?—Very much rather. It is the same thing as if I should take a new coat at a fair price, or have one out at elbows for nothing.

5822. When you find a farm out at elbows, however spirited your outlay may be, it takes you a long time to get your money out of it?—Yes.

5823. In the meantime you are losing your money?—Yes.

Lunæ, 15° *die Maii*, 1848.

MEMBERS PRESENT:

Mr. E. Denison.	Mr. Newdegate.
Mr. Henley.	Mr. Pusey.
Sir C. Lemon.	Sir John Trollope.
Mr. Moody.	

PHILIP PUSEY, Esq., IN THE CHAIR.

Mr. *Henry Higgins*, called in; and Examined.

Mr. *H. Higgins.*

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5824. *Chairman.*] YOU are a practical farmer residing in Hereford?—I am.

5825. What extent of land do you occupy?—The whole of the land I have under my management is now about 870 acres. I have cultivable land over 600 acres.

5826. What is the time of entry upon farms in Herefordshire?—Chiefly Candlemas Day, the 2nd of February.

5827. What has the outgoing tenant to receive from the incoming tenant? —Nothing whatever.

5828. Are there no acts of husbandry to be paid for?—None.

5829. Will you explain what arrangement is made for giving up farms?— The notice to quit is given on the 1st of August, six months previous to the 2d of February; then all acts of husbandry for the crops of the succeeding year are finished; that is, the farmer of course has all his turnip fallows and his wheat land pretty well prepared. His lime and his artificial manure, and the chief of his manure in fact, ought to be in the land by that time, the wheat crops and turnips and everything else; the landlord can then of course take the benefit of all that if he chooses, which I believe is always done in the event of a tenant's quitting.

5830. Does not the incoming tenant come in to plant the wheat?—No, the outgoing tenant plants the wheat as his outgoing crop.

5831. Mr. *Henley.*] There is the away-going crop?—There is always the outgoing crop of wheat.

5832. *Chairman.*] Then are the away-going crop of wheat and barley valued to him?—There is nothing compulsory about it; it is a voluntary act; the bargain is always made between the outgoing tenant and the incoming tenant.

5833. What is the usual course?—That is the usual course.

5834. Is it the usual custom that it should be valued to him?—In general it is, but it is optional.

5835. What do they generally agree upon?—Frequently there is a great deal of contention about it; it is a matter I have always found fault with. In my opinion there ought to be an arrangement with the landlord, compelling the outgoing tenant to sell, and the incoming tenant to purchase. I have seen great trouble originate from the want of this stipulation, because it is in the power of the outgoing tenant to reap all his corn, and not thrash until after Candlemas; if he chooses he has till May to end his crop, consequently he may prevent the incoming tenant having a bit of straw; you may judge the inconvenience.

5836. Mr. *Henley.*] He has the May twelvemonth after he quits to end his crop?—Yes.

5837. What crops does he take; or does not he take anything but the wheat?—He takes nothing but the wheat.

5838. *Chairman.*] You say, when the tenant receives notice to quit there are some artificial manures already in the ground?—Of course the artificial manures are already in the ground, or ought to be, I consider, in a well-managed farm.

5839. And does the outgoing tenant get no compensation for them?—None whatever; I never knew a shilling paid in my life for that.

5840. Is there any compensation for draining, or any other kind of improvement, to the outgoing tenant?—No; those are special acts between them. The landlords have some few of them been in the habit of late of allowing the tiles, the tenant doing the workmanship; but very little of that has been done until within the last few years.

5841. You say that the landlord allows the tenant tiles, but you are not to be understood to say that the outgoing tenant has any claim for putting in those tiles, or for any draining, from his successors?—None whatever; if he does it, he does it at his own expense.

5842. What is the usual term for which farms are held in Herefordshire?—Twelve months only.

5843. Are there any longer terms than that?—No, I know of very few beyond my own. Leases are the exception, not the rule; I do not know of any lease for 20 years but my own.

5844. Sir *C. Lemon.*] You do not know of any lease for 14 years?—There are no leases for 14 years; or at least I do not know of such a one.

5845. *Chairman.*] Why do you think there are not more leases given in Herefordshire?—I have always attributed it to game preserving, in a great measure, and electioneering movements; I cannot lay it to anything else, myself. My ideas have always been, that the landlord would be consulting his own interest if he granted leases or compensation clauses.

5846. Is there a feeling of insecurity on the part of the Herefordshire farmers as to the outlay of their capital in the improvement of their land?—A very great doubt indeed.

5847. Is that a just doubt?—It is the general feeling.

5848. And it is a just feeling in your opinion?—Yes; I consider it so.

5849. Why do you consider that to be a just feeling?—I consider that it is testing a man's interest and honour too much. It is throwing men into collision with each other, and therefore it frequently is a temptation to landlords, after seeing very great improvements made on their properties, to raise the rents, or at least to tell the tenants if they will not submit to it that they must submit to a valuation; and consequently I consider the man who farms the best is exposed to the greatest danger of having his rent increased.

5850. Have you known such valuation take place?—Certainly. I have known notices on the same property given three times in six years.

5851. Do you mean that there have been three valuations in six years?—Yes; I have known three valuations in six years.

5852. On the same farms?—On the same farms. There are some few exceptions. I am happy to say we have some good landlords.

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5853. When have those valuations so taken place?—Within the last six years.

5854. You consider, that although landlords in general are disposed to deal honourably by their tenants, yet such cases as those produce a considerable feeling of insecurity in the minds of the farmers?—Yes, a distrust, particularly in the event of a change of proprietors; then a person is very insecure. I may be perfectly safe under one landlord occupying an estate as tenant-at-will, but in the event of the property changing hands it is too frequently the case that that property is put under survey by the next owner; and then in all cases, of course, the man who has put the best face on his farm is exposed to the greatest danger of having his rent raised; of course the valuer values as he finds, without looking to the question of whose property it is that has put the face on it.

5855. You have no doubt that this feeling of insecurity prevents the farmers of Herefordshire from cultivating their land so highly as they otherwise would?—I have no doubt of it.

5856. If you were an incoming tenant should you have no difficulty in advancing ready money to pay for the charges that might be made as compensation for improvements by way of tenant-right?—I should much prefer it; I should much prefer paying for the spirited acts of my predecessor, rather than to have a worn-out farm, and to wait six or seven years to get it into cultivation; because it is a work of time. We cannot set about it and build up our improvements like we could machinery; it must be a work of time, and of a regular course of cropping.

5857. And the Committee are to understand you to say that, as a man of business, you would rather pay a fair sum out of hand, to have a good farm in good condition, than take a starved farm?—Much rather. I would have the acts of my predecessor submitted to arbitration, to men of business, to say what it was fair for him to receive and me to pay, and then I should get my return quicker.

5858. You consider that the quickness of the return will more than remunerate you for the money you may be immediately out of pocket?—Yes; I could mention an estate that, owing to the badness of its condition at the commencement of the present tenant's term, he has sunk at least 1,500 *l.* in about two years in one way or another; the landlord in that time has also expended 800 *l.* in draining, for which the tenant pays 5 per cent., and is glad to do so.

5859. How long do you think it takes a man who has entered upon a farm thoroughly out of order, before he can get full crops from it?—From five to seven years; I say seven before he can get round a farm and put it in anything like condition.

5860. And those years would be losing years to the farmer, however spirited he might be in his outlay?—It must be so. I should think it must take from five to seven years; it is not one good meal that will make a poor ox fat.

5861. How would the landlord be affected by this sort of charge upon his farm, when he had to look out for a tenant?—It ought to be a matter between the incoming and outgoing tenants.

5862. And you think the landlord would be able to find an incoming tenant able to pay the amount?—No doubt of it; I have never had but one opinion, which is that the landlord and tenant would be mutually benefited as well as the community at large. Surely if there were a premium offered for good cultivation there are few men who would not endeavour to obtain it. I think the system of compensation would always ensure farms being left in good condition, which is quite the reverse under the present system.

5863. At present tenants are disposed to take too much out of the land?—Of course when they are about to quit, if they have farmed freely and made great improvements, they ought to derive the benefit.

5864. And you are of opinion that this charge for improvements by tenant-right, would not have the effect of deterring competition in taking farms?—No, I do not think it would; but I think it would have this good effect, it would beat the mere adventuring farmer out of the market, and a gentleman would be more disposed to take a man of business and of capital capable of developing the capabilities of the soil. With the present system it is too frequently the case that the man who will give the greatest amount of rent is taken in preference to the man who understands what his business is, and gives a fair rent with a prospect of a permanency.

5865. You think it would prevent farmers undertaking to pay rent which it was impossible for them to continue paying, but that it would encourage men of business

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business and of sufficient capital in competing for such farms, and doing justice to them afterwards?—I do; I have always had that opinion; and I think that gentlemen would then be looking for different men to what they do now. I have always thought it would bring about the greatest revolution in agricultural improvements of anything that could take place.

5866. You mean to say it would secure the application of those improvements which are well known to farmers, but which, under the present state of insecurity for their capital, they do not feel justified in carrying out?—Certainly; every thing they do now they do grudgingly, or at least they appear to do it grudgingly.

5867. You think the farmers know well enough how to farm, but that they do not feel sufficient security for carrying out their knowledge to the full extent?—There are exceptions, certainly; there are men who do not do as they ought to do, quite. I look at it upon the broad principle; there are men of course whom nothing would induce to make improvements, but they are wearing out very fast, I think.

5868. Will you state to the Committee, from your knowledge of Herefordshire, what are the sort of improvements that would be made by the farmers of that country if they had sufficient security?—I think the cultivation would be much improved; farmers would be more spirited in using artificial manures, and give their cattle and sheep a better quality of food, which would of course greatly benefit the quality of manure and increase it also; nor do I think if security were offered the fences would be left in the slovenly way they now too frequently are, nor would there be so much waste lands about farms as at present.

5869. What sort of waste land do you speak of?—That which is under the hedges; there is a great deal of waste land in that way.

5870. Is Herefordshire a county that requires much draining?—A great deal.

5871. There is a great deal of land undrained in the county?—Yes; I should say three parts of it would be benefited by drainage.

5872. Is there much land which, if it were drained, would be capable of carrying stock?—Yes, the greater part of it; for instance, my own farm.

5873. Is there much arable land that is now waste and undrained, and incapable of carrying sheep, which could grow root crops if it were drained?—Certainly; my own farm is an instance of that When we commenced draining it, some parts were so wet that a cat could scarcely go across it at times; but since it has been thoroughly drained it has altogether changed the nature of the soil, which enables me to grow pretty good crops of turnips.

5874. And what do you do with them?—Eat them off the land, and find benefit from it.

5875. Do you keep many more sheep than your predecessor did?—I have not held the farm sufficiently long to test its capabilities as to what flock of sheep it will carry. I hope to have it in the four-course system, the same as my last farm, and expect I shall succeed.

5876. You mean that you are a young tenant on this particular farm?—Yes; I have been at farming all my lifetime; I mean that I am a young tenant to this property.

5877. Can you form any calculation of how many sheep you could keep upon this farm, in comparison with what were kept before?—I cannot say; I do not wish to speak on that head; it may be unpleasant to my predecessor for me to mention what I can do more than he did on this particular farm; but of course it is a great advantage where a farmer can finish off his sheep on turnips in many ways.

5878. You are a breeder of Herefords?—I am.

5879. You do not want to increase your stock merely in sheep?—I wish to increase it in cattle also. I am feeding sheep on turnips, which is a thing that I believe has never been done there before, on the tillage.

5880. Do you think that if the system of tenant-right were carried out in Herefordshire, there would be an increased production in meat there?—I have very little doubt about it, of beef and of mutton too; and I think men would go to work with more spirit. There is now a kind of suspicion and doubt about making improvements.

5881. Has the wheat suffered this year upon the undrained land in Herefordshire?—Very much. I passed yesterday two fields of wheat, and I know that

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that land, if the wet were got out of it, is as good as any we have in the county.

5882. Do you think a quarter of wheat an acre more could have been grown on such land this year if it had been drained?—No doubt about it. I do not consider eight bushels an acre is a very great deal to grow with land thoroughly drained. There is land in the county that is now not growing 13 bushels an acre that would grow double that quantity if it were drained. I think it is a very great question whether the crop of Herefordshire, take it altogether, would average 18 bushels an acre.

5883. What do you think it would average if it were drained and well farmed?—That is a difficult question; but I am sure the produce may be very much increased; we have a large proportion of inferior land, which would very much reduce the average of the county.

5884. What should you say would generally be the increase of the growth of wheat per acre in Herefordshire if the land were well drained?—If the land were thoroughly drained there are districts in Herefordshire that I think I am speaking within compass when I say that the quantity may be doubled; I mean that there are districts in the county that would do that.

5885. You quitted your former farm partly from the want of security, did you not?—I did, and left one of the most kind and indulgent landlords possible, because he could not grant me security; he was only tenant for life.

5886. Your landlord was disposed to grant you compensation, but from the land being in settlement he was unable to do so, and therefore you felt yourself compelled to quit his farm?—Certainly. The gentleman who was to inherit the estate after my landlord's death was a farmer himself, and I knew very well that should anything happen to my landlord this young man would come to farm the estate himself; therefore, when I knew he was to inherit it, I looked out immediately, because I knew he would be on my heels.

5887. Do your buildings require improvement in Herefordshire?—Yes; buildings require great improvements in Herefordshire; our buildings are very bad indeed, generally speaking; they are ill arranged, and very dilapidated, a great part of them.

5888. Do you think it would be desirable, where the landlord has not the means to make all those improvements on buildings, for instance, out of his yearly income, to empower the tenant to improve the buildings on proper security?—I have not a doubt about it.

5889. Do you think the present state of the buildings is an obstruction to improved farming in Herefordshire?—Certainly, greatly so; for with the present arrangement of our buildings, it is impossible for a man to produce the capabilities of his soil; his manures cannot by possibility be made properly; we have scarcely a spouted yard in our county, with the exception of my own, and two or three others I could name.

5890. And you think that though all farmers would not be able to lay out money on building, yet that there would be a fair number to be found who would be disposed to invest their capital in that way, under proper security?—Yes, I think they would; and as I do not wish to speak one-sidedly upon the question, I think there are many little things that farmers may do that they do not do. I must confess they are rather nice about them; whether it is from want of security or not I do not know, but it is the only excuse that can be made for it.

5891. Looking at the thing as a whole, have you any doubt that the legalisation of tenant-right would encourage the farmers of Herefordshire to invest capital of their own on their land; one in one way, and another in another?—That is my firm belief, certainly.

5892. Mr. *Henley*.] What part of Herefordshire do you farm in?—I farm six miles beyond Hereford.

5893. Between Hereford and Leominster, and that direction?—Between Hereford and Kington.

5894. You stated that the buildings generally wanted spouting?—Yes.

5895. Is that the main objection, or are they short in number as well?—They are both short in number, ill managed, and, generally speaking, very inconvenient; most of the fold yards are on a slope, running all the best parts of the manure into the adjoining ditches; of course this would be much obviated if the buildings were spouted.

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5896. Of course those spouts, if they were put round the buildings to take the rain-water away, would be movable, and would not be the property of the landlord?—You could move the spouts, but you must not move the brackets.

5897. The main expense is in the spouts?—The brackets come to a great deal of money, the bracketing and fixing.

5898. If the bracketing was put up capable of being removed, would not that obviate the objection?—That would be an additional expense to a tenant.

5899. Might not the spouts be clearly removed at an almost inconsiderable expense; by screwing up the brackets they might be capable of being removed too?—Screwing on the brackets would be attended with a greater expense.

5900. You stated a case of expenditure of 1,500 *l.* on a farm in two years; what was the extent of that farm upon which the 1,500 *l.* were so expended?—The extent of land that property was expended upon was about 552 acres; then there was the additional land. I was speaking of the land upon which that expenditure was made.

5901. And the 800 *l.* that were expended, was that upon the same extent of land?—That was on the same extent of land. I cannot exactly speak as to the acreage of the drainage, but I believe it was about 250 acres, which were thoroughly drained.

5902. Upon the same farm?—Yes, upon the same farm.

5903. And under the same holding?—Yes, and under the same holding.

5904. In round numbers, what is, speaking generally, the nature of the improvements that the 1,500 *l.* has been done upon: has any part of it been in buildings?—No; that the landlord did, and the tenant kept the buildings in repair afterwards.

5905. Has he done the buildings besides the 800 *l.*?—Yes, principally.

5906. To what extent do you suppose that has been?—I think the valuation was 600 *l.* or 700 *l.*

5907. Did the landlord find the timber besides the 600 *l.*?—I think not.

5908. That included everything?—Yes; when the tenant took the estate it was put under survey; he took it for 20 years on a lease, and he covenanted to keep it in repair, and leave it in repair; it was very much out of order, and it was agreed to put it under survey; the landlord chose one surveyor, and the tenant chose another; the matter was arranged, and everything was thoroughly repaired.

5909. There being no building forming any part of the 1,500 *l.*, you mentioned fencing as forming one item of the expenditure?—I wish to correct myself on that point; a considerable part of that amount was expended in building for the tenant's convenience; I know he paid the person who contracted to repair the building a large amount for extras: fencing, stocking up old hedges and trees, remodelling the fields, reclaiming waste land, and artificial manures, with many other matters connected with the farm, has formed this expenditure. The expense of hauling of course forms a large item.

5910. You say there was fencing, remodelling the fields, and artificial manure; was there any other item?—There had been paring and burning.

5911. That is an ordinary act of husbandry, is not it?—It is a very expensive operation.

5912. But it is an ordinary act of husbandry?—No; it is an extraordinary act with us.

5913. It is not the custom with you?—No.

5914. It varies in different places?—The first year the tenant went to this farm he had no corn; there were about 20 acres of beans, and about five acres of peas; that was all he had, which did not pay the expenses.

5915. That was because the farm was so out of condition when he took it?—Yes, it was out of condition when he took it; and the season was very much against him too.

5916. The tenant who had gone away took the wheat, did not he?—He had the off-growing crop of wheat, which the oncoming tenant had to pay him for.

5917. This was a farm of 20 years' holding?—Yes.

5918. Was it taken upon an improving rent?—It was taken upon a corn rent; part as a fixed rent, and part as a corn rent.

5919. Supposing that the tenant were to go on in the next 10 years in the same spirited course of husbandry that he is now going on with upon this farm, would

would the farm be worth more rent at the end of the 10 years?—Of course it would be worth more rent now; that is, it would be valued at more rent now; if it were put under a valuation, I do not consider myself it would be worth more rent. I think that quite the full rent is paid for it.

5920. Suppose the same spirited course of husbandry were to go on, and it were to be valued at the end of the 10 years, would the valuer put a higher rent upon it?—No doubt of it; the valuer values land as he finds it; that is where I consider the hardship, that after a tenant has laid out his money in putting a face upon the farm, that a landlord should be empowered to send a valuer over it and value those improvements, and take the benefit of them.

5921. In your judgment, a valuer would put a higher value upon it?—Yes, no doubt.

5922. In your judgment, what increased value would the valuer put upon it?—I cannot say, men differ so much in opinion.

5923. Would he put 10 per cent. upon it?—Probably he would.

5924. Would he put 20 per cent. upon it?—No, times are fluctuating a great deal; it would depend in a great measure upon the price of corn.

5925. Suppose the times to remain as they now are, and the tenant to pay upon a corn rent, the value would be with reference to the produce more than the price of corn, speaking of 10 years hence?—It is impossible for me to answer that question, men so differ in opinions. It is very frequently the case that a man is brought from a distance to value land.

5926. You say he values according as he sees?—Yes, according as he finds.

5927. What would be the increased value of such a farm in the eyes of a valuer, looking at it as he found it?—Would it be fair of a landlord to take the benefit of the increased value?

5928. The question is not whether it is fair or not, the question is what, in your judgment, a valuer would put upon a farm that has been so treated?—You must allow me not to answer that.

5929. You have stated, in answer to former questions put by the Chairman, that a valuer came and put an increased value upon lands, and that persons were frequently turned out or obliged to leave, and therefore it is necessary the Committee should have what your judgment is upon the increased amount a valuer would put on such a farm?—I am looking principally as regards my own.

5930. Suppose a farm to be in bad condition to be drained and farmed in the most spirited manner for 10 years, what in your judgment would be the difference that a valuer would put upon such a farm?—It would depend upon the state it was in at the commencement; if it was very much out of condition the probability is, he would put 5 *s.* to 10 *s.* an acre upon it.

5931. How much per cent. would that be?—Probably he may put on 30 per cent. in the thoroughly drained land.

5932. In your judgment is the Committee to understand that 30 per cent. increase of value is the greatest amount of increase that can be made between a farm out of condition and when put in the highest state of condition?—No.

5933. What is the most, in your judgment?—I think I could find estates that may be raised in value more than that; I could find estates that may be increased certainly, to a maximum of 30 per cent.

5934. You cannot go further than that?—There are exceptions of course; I certainly know land that may be raised 50 per cent. by the application of capital.

5935. Mr. *E. Denison.*] You stated in your evidence not long ago, that a good deal of land in Herefordshire, if properly drained, would double the produce?—Then it is to be supposed it is all on wheat or corn then.

5936. Of course the land takes its regular turn?—There is land now in the county of Hereford that I believe is literally worth nothing to cultivate at present prices. I am convinced there is land in the county that I would not have if it were given me to cultivate as a yearly tenant.

5937. That is not the sort of land you were speaking of, is it?—That was the land that would increase double the crop.

5938. Pretty good land, that is saturated with water, would be more improved by thorough draining than bad land, would not it?—Yes.

5939. Then good land in quality that is thoroughly set free from water, would be the land in which the produce will be more increased than it would be upon

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poor, cold, bad land?—I would not go to such extremes as that. There is some land now that, as I before stated, is literally worth nothing to cultivate; but I think if the wet were got out of it, it may be made of some value.

5940. But you have just answered the question put to you, that that is not the land from which the greatest benefit would be derived from draining?—No.

5941. You said that land of good quality, but which is starved with water, would give a better return for draining than mere bad, cold land; is it not so?—Good land that is saturated with water, of course would be very much benefited by taking the water off it; and my belief is, it is not any use a man putting manure into the land that has a lot of stagnant water in it.

5942. Mr. *Henley.*] Do you think it is possible that any land, by being in a wet state when it is commenced with, and being highly farmed for 10 years, may be made worth 50 per cent. more rent?—Land that is in a very bad state may, I have no doubt of it.

5943. The question is not whether it is fair to the tenant to pay it, but whether you think the valuer would be likely to put it?—Yes.

5944. If it were to go on 10 years more, at the end of the 20 years would it be worth any more rent?—No, I should think it would be got pretty nearly to the top of the tree then.

5945. Suppose a tenant being about to run out a 20 years' lease, would it be his interest to pay the 50 per cent. increase for the next 20 years, if he proposed to renew his lease?—I think it would be a very hard case to do so, because he could not have reimbursed himself in 10 years for his outlay.

5946. The question was 20 years after; you say after 10 years it may be got to 50 per cent., and you think in the second 10 years it might be kept at the same?—Yes.

5947. Then at the expiration of 20 years, would a tenant like to pay for the second 20 years an increase of 50 per cent. upon his rent?—I should think not.

5948. Probably to avoid paying that 50 per cent. increase, he might run his farm out the last four or five years?—Yes.

5949. His inducement to run it out, would be to prevent the 50 per cent. increase being put upon the farm in the next 20 years?—Yes, unless he had a compensation given him for the last four or five years.

5950. Of course, if he continued to farm himself, he would have no right to compensation?—Of course not.

5951. If 1,500 *l.* had been laid out in the first two years of the tenancy, would the outgoing tenant have a claim upon the incoming tenant for that?—If the money had been laid out judiciously, and the tenant turned out, his improvements ought to be submitted to arbitration certainly.

5952. Would that portion expended upon the fences have returned its profit?—Yes, in the course of 20 years it ought to do so.

5953. Then there would be no claim for it?—No.

5954. In the ordinary cultivation of such a farm, what in your judgment would be the annual outlay for artificial manure to keep it in its best state?—We must put the value upon cake, of course.

5955. Take manure first, and go to food afterwards, if you please?—You may reckon 100 *l.* a year, perhaps, for that.

5956. For artificial manure?—It would depend a great deal upon the division of the farm.

5957. Mr. *E. Denison.*] You speak of the four-course system?—I speak of the proportion of green land and tillage.

5958. Mr. *Henley.*] You say upon the farm which the question refers to it would be 100 *l.* a year?—This allowance would be moderate.

5959. Of artificial manure?—Very small indeed. I am speaking as though it were my own; I have a great portion of green land, and my crop of turnips is something like 50 acres. I am only speaking with regard to turnips; I have laid out about 2 *l.* an acre, that is what I calculate for artificial manures.

5960. Of course after a farm has been in a high state of cultivation for 14 or 15 years, the quantity of manure raised upon the farm would be every year increasing?—Yes, a farm would begin to be something like basting itself then.

5961. And the necessity of purchasing artificial manure would decrease?—Yes, to some extent.

5962. Therefore 100 *l.* a year expended in the last four years would purchase as much artificial manure as the farm would need?—Yes, if a farm were kept up in a high state of cultivation for the previous years.

5963. How many years, in your judgment, should the artificial manure be thrown over and repaid for by the incoming tenant?—That would depend upon the kind used.

5964. What was in your own mind when you were speaking of 100 *l.* a year?—Bone, guano, and lime.

5965. Do you put lime for turnips?—Yes.

5966. How many years would you throw lime over?—I would throw lime over three years, or four.

5967. How many years would you throw guano over?—Guano I should not throw over so many years; I do not think that is so permanent a manure.

5968. How many years would you throw guano over?—Say two years; bones I should give a longer time than guano.

5969. How long would you give bones?—I think there would be a benefit of three years, of course, in bones.

5970. Coming now to the article of food, what proportion of artificial purchased food should you suppose would be consumed on such a farm; do you use any food except oil-cake, in the nature of purchased food?—I should imagine I have this year eaten something like 150 *l.* worth, or nearly 200 *l.* worth of flour and oil-cake, and one thing and another upon my farm.

5971. And is that an extra quantity in consequence of the farm being now out of condition?—Certainly it is for the improvement of my manure.

5972. What at the end of the tenancy of such a farm as you have been speaking of would be about the average purchase of oil-cake, or artificial food for cattle?—It would cost a man about 150 *l.* a year to keep the farm up to the mark.

5973. In your judgment, over what space of time, supposing 150 *l.* a year were expended in oil-cake should that be thrown?—That is a question of benefit.

5974. Supposing a tenant to expend 150 *l.* the year that he leaves the farm, what proportion of that should the incoming tenant pay, in your judgment; that is, supposing oil-cake to be consumed by the outgoing tenant in the last year of his tenancy, what proportion of that expense should the incoming tenant pay, or in other words, how much of the oil-cake goes to the farm, and how much to the credit of the beast that eats it?—Suppose we say one-third should be paid by the incoming tenant.

5975. And of any oil-cake that should be consumed by the outgoing tenant in the year but one before he quits the farm, should the incoming tenant pay any share of that, and if any, what share should he pay of it?—I think he ought to pay a share of it, because he must receive the benefit of it to some extent.

5976. What share, in your judgment, should he pay of it?—It is a sort of thing that I have not studied much; it is going rather close.

5977. If you have one-third a year before the man quits, would one-sixth be a just proportion for the year before that?—I think it would hardly be sufficient.

5978. Would you take it at one-fourth or one-fifth?—Suppose we say one-fourth.

5979. Do you think a payment for oil-cake ought to go any further back than the second year before a man's quitting?—No; that would be about fair, I think.

5980. Then it would stand thus: there would be 100 *l.* a year of artificial manure for three years, which would be 300 *l.*; there would be one-third of 150 *l.* of cake?—Yes, that would be 50 *l.*

5981. There would be one-fourth of 150 *l.*; that would be between 30 *l.* and 40 *l.*; supposing the farm to have been drained at the commencement, would the outgoing tenant have any fair claim for compensation for any other acts done?—Yes; I think for the general management of the property altogether.

5982. These questions are put to you supposing the same custom continued to prevail in Herefordshire of the outgoing tenant taking the away-going crop?—I think the general management of the farm, and the general state of the farm, ought to be taken into consideration.

5983. What in your judgment ought he to be entitled to receive for that, and under what heads?—Supposing a tenant was found by the landlord to pursue a particular course of cropping different to what the outgoing tenant did, that

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he should be bound for the last three or four years to a particular course of cropping which was different to what his predecessor's was, then I think that the outgoing tenant ought to have an allowance commensurate with the difference between that system of cropping and his predecessor's.

5984. That is to say, if he were bound to sow a less quantity of corn in the last three or four years of his tenancy than the average of the four-course system, that he ought to be compensated for it?—Yes.

5985. Supposing there is no such clause as that, is there any other act, and if any, what, that the outgoing tenant would have a fair claim for?—I think as I have stated, the general management of the farm.

5986. How is that to be ascertained without coming to particulars?—It might be ascertained.

5987. Mr. *E. Denison.*] How would you ascertain that if you were a valuer yourself?—By general management.

5988. Mr. *Henley.*] What particulars would you specify as being under general management?—I have before stated the general management of the farm ought to be taken into consideration by the valuers, such as the condition of the turnip land, and the expense of making the fallows for this particular crop, *i. e.*, if the turnip land is cropped by the oncoming tenant.

5989. But that would be breaking all system of good husbandry, would it not?—But he may do so.

5990. The question does not presume a course of cross-cropping at all; the question refers to the regular course of husbandry which all spirited and good farmers would observe without being told. Assume first the four-course system husbandry continued to the end of the tenancy, would the tenant be entitled to receive anything, in your judgment, upon it, beyond what you have stated?—He would be entitled to receive for his artificial grasses.

5991. Is he entitled now, in Herefordshire, to receive for his grass seeds?—Yes.

5992. Is there anything else, in your judgment, that the outgoing tenant would be entitled to receive?—I cannot charge my memory with anything now, certainly; what I started from was with regard to the difference in cropping; I have a clause to that effect in my own lease.

5993. If there are special cases, speaking generally, assuming the four-course system of husbandry to be that which on the whole most people seem to approve of, and speaking with reference to that, do you think there is anything else that the outgoing tenant ought to receive from the incoming tenant?—I cannot charge my memory with anything else just now.

5994. The question of buildings will arise presently; the question is now only as to the management of the farm that would secure good cultivation?—I cannot charge my memory at présent with anything more than I have before stated.

5995. Supposing a farm were cultivated upon the four-year system with spirit only for the four years, ought it to have a good face upon it?—Yes; but it would depend on its original condition.

5996. With regard to buildings, would it be sufficient protection to the tenant to be allowed to remove the buildings he had put up, if the incoming tenant did not choose to take them at the end of the tenancy?—I think not; probably in regard to a building that had been put up 20 years, it might be useless to remove it; it may be of considerable value to the incoming tenant; but in taking it down it may be knocked to pieces, and made worth very little.

5997. In your judgment, that would not be sufficient protection?—No.

5998. What would in your judgment be sufficient protection?—To have it submitted to valuation, as to what number of years the outgoing tenant has been benefited by those buildings.

5999. It ought to be made a subject of valuation?—Yes, I think so; and also whether the tenant has had benefit commensurate with the expense that he has been at during his 20 years' occupancy.

6000. Do you think that with that view the landlord ought to have any option in permitting the buildings to be put up?—Yes, I think so; I think the landlord ought to be consulted. I should not like to allow a tenant, if I were a landlord, to put up what buildings he chose, and then to charge me afterwards for them.

6001. You are perhaps aware that tradesmen have now the privilege, by law, of removing buildings that they put up for trade purposes at the end of their tenancies if they are not taken to?—I was not aware of that; that is not a law with regard to the farmer.

6002. According to your judgment, upon such a farm as this, there would be then something like 390 *l.* capable of being claimed from the outgoing tenant by the incoming tenant?—Yes.

6003. What upon such a farm as that, upon the commencement of a Herefordshire farm, out of condition; that is, such a farm as you have been speaking of, would be the probable rent per acre?—Perhaps 20 *s.* to 25 *s.* an acre.

6004. Taking it at 20 *s.*, if it were to be increased 50 per cent. at the end it would be worth 30 *s.* an acre?—Yes.

6005. Which would be the greater inducement to a man, provided he was looking forward to take another 25 years' lease, to be secure of getting this 390 *l.* or of getting the farm at 20 *s.* an acre rent for the next 20 years?—I hardly can answer that question.

6006. You have been talking of a farm of 550 acres of land; you have supposed it to be worth 550 *l.* a year at the beginning of the tenancy, and by very spirited husbandry you say it might be made worth at the end, in the valuer's eyes, 50 per cent. more; that would be 820 *l.* a year instead of 550 *l.*, and the acts of husbandry, those tenant rights you have spoken of, would amount to 390 *l.*; is not that so?—Yes; but of course that would depend on the price of produce.

6007. You are now asked which would be the greatest inducement to the outgoing tenant, to have a chance of receiving 390 *l.*, or to have a chance of occupying that farm at 550 *l.* a year, instead of paying 820 *l.* to prevent his running the farm down the last four years?—I should prefer occupying the farm, of course, at my former rent.

6008. That you would prefer it at 20 *s.* an acre?—Yes.

6009. The tenant right you have been speaking of would not secure the farm being cultivated up to the mark during the last four years?—Perhaps not, if the tenant expected his rent to be risen 270 *l.* per year.

6010. You would sooner stand the chance of losing 390 *l.* than have to pay 270 *l.* a year the next 20 years?—I think I should. When a man is fixed in an estate, he does not like quitting.

6011. You have said that if there was a tenant right it would work a revolution in agriculture; did you mean a revolution in the modes of managing the farm, or in the class of men who hold the farms?—In both.

6012. Then all the smaller men would be squeezed out?—No, I do not mean to say that; but I think it would work improvements.

6013. It would have a great tendency to squeeze out men of small capital?—Perhaps the little men would take such farms as their capital would be able to manage advantageously.

6014. Do you think a landlord would be disposed to put up farm homesteads to suit the little farmers, or that they would be squeezed out of the market altogether?—I do not foresee that; I do not think the landlords would be so cruel as that to the present occupiers. I think, in the event of a change of tenancy, they would be more particular in taking tenants who had the capabilities, rather than those who would give the greatest amount of rent.

6015. Then the smaller ones, who desired to put their children out upon farms upon short or insufficient capital, would not have a chance of getting their children into business?—They would have the same chance of getting their children into business, so far as their capital would be capable of managing.

6016. They would not have the same chance of getting their children into business upon this expensive mode of husbandry?—Then I think they ought not to go into it, because I think the community would suffer. If a tradesman neglects his business, he only suffers, but if a farmer neglects producing all that the capabilities of the soil would warrant, I consider the community suffers.

6017. Now that the community may go anywhere they like, and buy corn where they please, there is not so much claim to raise so much at home?—I do not know; I think it is only by one system that farming can be made to pay in any way whatever, and that is by the very best system of management.

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6018. Are the Herefordshire farmers, speaking generally, men of large capital, or not?—I should say not; there are some wealthy men amongst them; but taking them as a body, I should say they were not; we are none of us very wealthy men.

6019. Do you think, speaking generally, that they have got capital adequate to the improved system of management of husbandry, or that they would be short of capital?—In some cases there are deficiencies of capital, no doubt; in most cases I think there is property sufficient.

6020. Herefordshire is a cider county, is not it?—Yes.

6021. What is the practice of Hereford with regard to fixtures for cider making; presses and such things?—Those in general belong to the landlord.

6022. If a tenant put them up, has he the power of removing them?—No; only the screw, he could take the screw out.

6023. Are the machines that are used for making cider, generally speaking, fixtures, or not?—They are in general fixtures.

6024. And, generally speaking, the property of the landlord?—Yes, generally speaking, the property of the landlord.

6025. The produce of cider is an uncertain produce?—Very.

6026. And that leads very often to the occupation of land by persons who rely a good deal upon the produce of cider?—It does; I think that a great misfortune.

6027. And that leads to indifferent cultivation of crops upon the rest of the farm?—Perhaps it may.

6028. Is that so in your judgment?—In some cases it is, but not very many.

6029. Mr. *E. Denison.*] You said just now, when asked whether, under the system that you had been speaking of, the allowances for tenant right, small men would not be squeezed out of the market; do you think in the present state of affairs, with the markets of the world open, that small men, deficient in capital, are likely to do well in farming as matters stand?—I do not think they are with present prospects.

6030. Is the farming in Herefordshire, generally speaking, on the present system good or bad?—I could not say much in favour of it.

6031. Are there many farmers within your acquaintance who are improving their cultivation under the present state of things?—Where it is not done it is owing to the want of a better understanding between the landlord and the tenant. I know with respect to the county of Hereford, in some districts where farming is done as well as in other places; but that is only under peculiar circumstances.

6032. You have spoken yourself of having left one estate on account of the landlord not being able to give security for improvements made, and of having entered upon another estate where you had a lease?—Yes.

6033. Was that lease accompanied with compensation for improvements at the end of the lease or not?—Yes, it was.

6034. Would you have any objection to state the nature of that compensation?—The nature of it was this, that all the artificial manures that I made use of in putting in any green crops for the last 12 months, are to be submitted to arbitration at the end of the term. And I have another clause in the lease, that wherever I put up buildings at my own expense, with the permission of the landlord, those buildings are to be submitted also to arbitration at the end of the time; and I am also to have compensation for a different mode of cropping, which I am tied to for the last four years of my holding, as being different to the mode of cropping by my predecessors. The last four years I am tied to a particular course of cropping.

6035. Do you think that compensation for improvements would meet the general requirements of farmers, or that they must also be accompanied by leases?—No; I think that compensation would in many cases be preferable. I think it is no use putting a lease in a man's hand that would not make use of it, but you may encourage him by compensation, as a spirited agriculturist.

6036. Are you acquainted with the farming in the parts of England where the principle of enlarged tenant-right prevails?—I have seen the farming in Norfolk, and I have heard the opinions of the tenants there, with reference to that; and from passing through Norfolk any person would soon find out when he got off property where leases were in existence.

6037. Are you acquainted with the farming in any part of the wolds of Lincolnshire, or the heath?—I am not.

6038. Have you any doubt that it would be a benefit, both to the owners of the land and the occupiers of land, that compensation, in the nature of improved tenant right, should be allowed?—I have not the least doubt about it.

6039. It might be done satisfactorily now, by agreements between landlord and tenant, might not it?—Yes, if it could be done voluntarily.

6040. It may be done satisfactorily at present, by voluntary agreement?—Yes, if they will enter into it, but the thing is that people will not enter into it; I know of no landlord who will enter into an agreement of that sort.

6041. Mr. *Henley.*] Except your own?—Except my own.

6042. Mr. *E. Denison.*] It might be done satisfactorily by private agreement between landlord and tenant?—It is not impossible to be done by parties where agreeable.

6043. And you have stated that in your opinion it would be a benefit both to the landlord and to the tenant?—Yes.

6044. Why then do not the parties to whom the thing would be a mutual benefit enter into such an agreement?—I cannot state that; I cannot answer why gentlemen will be so obstinate as not to see their own interests.

6045. Sir *C. Lemon.*] You said in the early part of your evidence you were not aware in any instance except your own, of a lease of 20 years?—I am not.

6046. You were asked whether you knew of a lease of 14 years in your neighbourhood, and you said you did not?—No.

6047. Do you know of any lease for seven years?—I cannot call to my recollection now any lease for seven years.

6048. What would be the feeling of the farmers as to leases, would they be ready to accept leases if the landlord would give them?—Not under the present prospects, I think, unless it were on a fluctuating rent; it would not be wise to take a lease.

6049. Suppose the landlord would insert the same covenants as in your lease, would the farmers then be disposed to take leases?—I think they would, probably.

6050. Still it is a matter that they are indifferent about?—Inasmuch as very great changes have been made in the prices of corn in the last 12 months, it would be a dangerous thing for a man to embark on anything of that kind, unless it were on a fluctuating rent; I should not like to enter upon it, unless at a very low rent.

6051. If you had to make your own bargain over again, you would not take a lease for 20 years?—Not unless it was under a fluctuating rent, as my own is.

6052. There is no reason why it should not be upon a corn rent?—No.

6053. Supposing that was the practice of the country, would the tenants be generally willing to take long leases?—I think many would; many of them do not understand the advantages of them, and therefore I think those are the only parties to object.

6054. Would they be satisfied to look to that length of time as a compensation for the money laid out?—Perhaps they would.

6055. Mr. *Denison.*] The question is now whether, without compensation, they would take them?—Just so.

6056. Sir *C. Lemon.*] The question now is with reference to a lease, the rent fluctuating according to the price of corn, and giving no compensation except this certainty of time, whether they would be willing to take the leases; that is, a lease the terms of which are dependent upon the price of corn, but having a fixed duration of time?—Upon the offer of a fixed duration of time, with a fluctuating rent, without compensation at the end, it is impossible to say what the feelings of the farmers in general would be upon that question.

6057. Mr. *Newdegate.*] Take the case of two men, one having a lease and the other a yearly tenancy, and supposing that both of those men became entitled to compensation for improvements, to which of those men would it be the greatest advantage, to the yearly tenant who is liable to six months' notice, or to the man who could only claim a compensation at the end of his lease?—I should think it would be a mutual benefit.

6058. Which man would be most likely to be a gainer by the compensation, the man who might claim a compensation at the expiration of any six months, when he had notice, or the man who could only claim it at the expiration of his lease running 20 years?—I am sure I cannot say which would have the advantage, but I should think the yearly tenant would, under present circumstances.

6059. Then, in your opinion, would compensation tend to the security of the landlord and of the tenant?—To a great extent it would, I think.

6060. Do you consider the capital of the yearly tenant as secure as the capital of

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of the tenant under lease?—For my own part I should prefer a lease, but many I dare say would rather have compensation, because if the farm were unprofitable the yearly tenant could give it up.

6061. Would not a compensation clause be a greater object to a tenant-at-will than to a tenant under a lease?—I think it would.

6062. *Chairman.*] A tenant-at-will, holding under a 21 years' lease, during the first part of the term can of course take care of himself?—Yes.

6063. During the latter part of the term it becomes rather a question for the landlord?—Yes.

6064. It is a question for the landlord to see whether he shall get his farm back in condition or not?—Yes, whether he should receive the farm at the expiration of the lease in a good or bad condition.

6065. Mr. *Newdegate.*] If a tenant has a lease he can, in a great measure, get the capital expended back during the latter years?—Yes, he would have time. If I had a 20 years' lease, and without a compensation at the end of it, I should have four or five years to make the best of it I could; I should say, "Now I am about to quit this farm at the expiration of five years; I have no compensation allowed me, I shall therefore go to work and make the most I can."

6066. If you were a yearly tenant you would not have an opportunity of doing that?—No; if I were a yearly tenant I should be liable to be turned out at six months' notice.

6067. Supposing that you were a yearly tenant, would not the compensation under custom, or by agreement, or by law, be a greater object than now it is that you have a lease?—I do not think that you could give a tenant compensation where he had taken to a farm under very bad circumstances, and he were turned out in the course of two or three years; no valuation that would be put upon it would be sufficient to compensate him for the outlay he had made: he might be eased, of course.

6068. Sir *J. Trollope.*] That would depend upon how he managed it, whether he did lay out a great deal of money or not?—Yes; I should say if he had gone very spiritedly to work upon a very much exhausted farm, no valuation would be sufficient to compensate him.

6069. Mr. *Newdegate.*] It is not that you doubt that compensation would in such a case be needed, but you think that the amount would be larger than would be obtained?—The amount would be larger, in all probability, than would be obtained.

6070. But whatever was gained would be so much to his advantage?—It would be easing him, of course: it would be different to what he has now: to turn out, after investing his property, to turn out without a shilling being given to him.

6071. Would not he then be a greater gainer by such an arrangement, than a man is who can by an alteration of his system of cultivation towards the end of the lease compensate himself?—Perhaps so. I think he would.

6072. *Chairman.*] You have been asked questions as to the amount of compensation likely to arise upon a certain farm; upon that farm the expenditure on artificials would not be so large as on many other, on account of the grass land?—No.

6073. So that a farm of that size is not to be taken as a fair criterion?—No, it is not to be taken as a fair criterion.

6074. As a man of business, is it your opinion that a spirited person with a 21 years' lease, and ample compensation at the end of that lease, would be so likely to run out his farm as another with no compensation at all?—I think not.

6075. You have been asked questions as to whether a man would, with a 20 years' lease, be compensated by any claim at the end; you are now asked whether you think those claims for compensation at the end of a 21 years' lease, would not be likely to encourage a man with a lease to keep up the cultivation fairly?—Certainly.

6076. That is the way in which you would act yourself?—Yes, that is the way in which I would act myself, and that is the agreement I have

6077. You have also stated to the Committee that the greater part of the farms in Herefordshire are held from year to year, and are likely to be continued so?—Yes, and they are likely to be continued so.

6078. Then do you consider that protection for money laid out for artificial food and draining, and so forth, would be likely to encourage the farmers of Herefordshire to still continue a spirited system of cultivation?—I am of that opinion.

6079. Sir *J. Trollope.*] In speaking of acts of husbandry, you have named some as being extraordinary acts, and amongst them you mentioned paring and burning land; you have done so yourself?—Yes.

6080. To pare and burn, you break up ancient pasture?—Yes.

6081. Do you consider yourself, under those circumstances, if you have left your farm, and if you have taken one or two or three crops afterwards, entitled to any remuneration for the extra expenses?—It would depend upon the crop that was taken from it; if there had been only a green crop, the incoming tenant would have the benefit.

6082. You fallow it with a green crop or turnips?—Yes, turnips.

6083. Then a white crop?—Yes; either barley or oats.

6084. What would follow the oats?—A crop of seeds.

6085. Would you only take one white crop?—That would depend upon the nature of the soil.

6086. Have you done so?—I am now breaking up land of that kind.

6087. Do you consider it a good plan to lay down in seeds before giving it a course of cultivation?—No, not if it is good land after burning with a large quantity of ashes.

6088. You lay on a great number of loads of ashes per acre?—Yes.

6089. Would not it bear a good many corn crops?—Two.

6090. Not more than two?—It would bear another crop, but we do not like to run it out.

6091. You would then be paid for all that extra husbandry, paring and burning?—Yes.

6092. What is the expense of paring and burning in Herefordshire?—About 40 *s.* an acre.

6093. Could not you do it for less than that?—No; our land pares very hard.

6094. You breast-plough it, and heap and spread it?—Yes.

6095. And the man takes that in the contract?—Yes; for which he receives about 2 *l.* an acre, taking the value of the drink and altogether.

6096. That drink is cider?—Yes.

6097. If you have had one corn crop after that process, should not you consider yourself amply repaid?—Query if I should.

6098. What can you grow per acre, of oats?—I have never grown any oats; I have not been an oat grower.

6099. Do not you take oats for newly-broken-up land?—Yes, but I have not got to that yet.

6100. You were not acquainted previously with the breaking up of pasture land?—No.

6101. Have you broken any before?—I have not done much of it, but I can see the advantages of it. I think half the land in the country wants breaking up; that is my idea; it is quite a mistaken notion not to allow that to be done.

6102. Is it heavy clay land you would like to break up?—Yes, I should break up the heavy clay land, or bad pasture land, with thorough drainage; that would assist the drainage very much.

6103. You would drain it before you broke it up?—Yes, drain it and break it up; you would get double the produce, or treble the produce you do now; poor grass land produces very little.

6104. That would enable you to employ more labourers?—Yes, a great many. Our sward land will not grow 5 cwt. of hay an acre.

6105. That land, probably, has been mown a number of years in succession, without manure?—It is poisoned with wet.

6106. *Chairman.*] You were asked how soon you would be paid after breaking up grass land, for paring and burning, and other expenses; should you be quite safe from the wire-worm in your white crop, after one crop of turnips?—That would depend upon whether the land was subject to them.

6107. Is not the risk of the wire-worm, for the first one or two white crops, a great deduction from the amount of real profit that arises from breaking up grass land?—Yes; sometimes the wire-worm will destroy a crop of oats altogether.

Mr. *Samuel Mogg*, called in; and Examined.

Mr. *S. Mogg.*

6108. *Chairman.*] YOU are a Land Agent, residing at Bathpool, near Taunton, in Somersetshire?—Yes, and a tenant farmer as well.

6109. Are you also a valuer between farmers?—For tenant farmers, when about to take farms.

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6110. What is the time of entry?—About Taunton and westward, about Michaelmas; Glastonbury and Wells, and that district, generally Lady-day, because there is the pasture and grazing district.

6111. Taking the Michaelmas entry, what does the outgoing tenant receive from the incoming tenant, or rather, under what heads does he receive anything? —There is no rule or system for any compensation whatever, because it is very often made the cause of litigation between the landlord and tenant; there was a case of Beaden *v.* Trimlett, at the assizes, and afterwards the Judges referred it to arbitration; and I wrote a letter before I came to town inquiring of Mr. Trimlett about the expenses. I have heard the expenses of both parties altogether in taking it to the court and arbitration, is about 1,500 *l.* or 2,000 *l.*; and that was for the want of a system being laid down for them.

6112. Has the incoming tenant any right of entry for cultivation before Michaelmas?—No, there is no prescribed rule laid down to allow him to do so; he generally gets in to plough the turnip fallows; sometimes it is a provision in the lease, but not generally.

6113. Whom does the manure belong to?—The manure is generally used by the outgoing tenant for his potatoes, and so on.

6114. So that there is very little dung to be found in the farmyard?—That was the cause of the lawsuit.

6115. Is there any compensation for purchased manure or cakes used in the fatting of cattle?—None.

6116. For draining, and any other improvements?—None at all laid down.

6117. Then what is the allowance for?—There is no allowance made that the outgoing tenant shall receive any sum, unless he can get the landlord to allow it; but sometimes he cannot.

6118. Sir *J. Trollope*.] Is there any custom of the county?—No; there were 11 different customs spoken to, in the case I have referred to; one spoke to one thing, and another to another.

6119. And there might be as many in different parts of the county?—Yes, there might be as many in different parts of the county; there is no rule laid down.

6120. Mr. *Henley*.] And each part of the county has its peculiar custom?—Yes.

6121. And as the tenants come in they expect to go out?—Yes; and if they get a seven years' lease they screw the farm down as much as they can, and run down the farm as hard as they can, to put the money in their pockets which they laid out the first two or three years.

6122. *Chairman*.] Is there much land that requires drainage in Somersetshire? —A great deal in the different localities, and all of it land that would pay for draining.

6123. How are your buildings in Somersetshire?—A disgrace to the county generally.

6124. Do you speak generally of Somersetshire?—Yes, generally of Somersetshire.

6125. Are there some parts of Somersetshire where the buildings are worse than others?—I suppose those about Taunton are the best; by artificial manure and food, and otherwise, the farming is carried on best there.

6126. Sir *J. Trollope*.] It is the best land, is not it?—No; there is better land than that.

6127. *Chairman*.] Are you acquainted with the best part?—Yes; round Bridgewater and Dunster, and that part of the country.

6128. Are the buildings generally bad?—They are not, generally speaking, what they ought to be.

6129. Does the old system exist in some parts of Somersetshire of carrying three white crops, and then laying down the ground two or three years?—They crop according to circumstances; if they are going to change they run the land as hard as they can, there being no security.

6130. Can you state to the Committee, that in a case where the owner of the property is unwilling to lay out money for improvements generally, their unwillingness is a discouragement to the tenant to improve?—I know one or two cases of that sort, where, if a system of compensation could be brought to bear by Act of Parliament, those tenants who are wealthy men will make the necessary outlay.

6131. The landlord being unwilling to make the outlay?—Yes.

6132. Is that unwillingness a great discouragement to the tenants?—It certainly is a discouragement to the tenants; because they have no security to do it themselves.

6133. In the present state of the farm buildings, it is a very difficult thing to adopt improved modes of agriculture?—It is; we want tanks to save the liquid as well as the solid manure; there are no such premises in the county; we ought to farm so as to save every pound of liquid manure; but, as I have just said, I do not think there are any such premises in the county. In many cases where tenants have capital and security for the outlay, they would make such premises themselves.

6134. Do you think the tenant farmers in Somersetshire are discouraged from making outlays, from the want of security?—Yes.

6135. Is it a reasonable doubt in their minds whether they would be justified by prudence in making such an outlay?—Yes.

6136. Can you state any cases of the kind to the Committee?—I know a case where a tenant took a farm as tenant-at-will in 1835, and carried everything out spiritedly till 1845; he put up a steam-engine, and had 40 or 50 bullocks grazing on 140 acres, feeding them on artificial food; and about the year 1845 he had notice to quit or pay 10 *s.* an acre more for the estate, and consequently he agreed to pay some increase of rent; I did not hear how much.

6137. If he had gone out he would have had no compensation for those improvements?—None whatever.

6138. You have stated that very great improvements are required in the farming of Somersetshire, and that under the present system and the want of confidence, they are not likely to be carried out. Is it your opinion that if the Legislature gave security to the tenants for their capital, they would be disposed to lay out their money in a more spirited way?—I have no doubt about it generally; and when those spirited men marched on the way, the others would see it, and that would give confidence to those who would not otherwise be disposed to do so.

6139. Farmers are more disposed, you find, to follow other farmers than merely speculative improvers?—They like to see the thing carried out practically first.

6140. And you think there would be a sufficient number of practical farmers who would adopt the best methods, and induce the others to follow them, with proper security?—Yes.

6141. Do you think it would lead to an increase of employment of the agricultural labourers?—Yes, five would be employed in the place of four; and instead of being inmates of the union workhouse they would be earning a maintenance, and thus there would not be broken down that sense of independence which there is in all men when they can earn their own maintenance.

6142. Is the state of the agricultural labourer in Somersetshire such as requires attention and improvement?—Yes, and all the country generally with which I have been acquainted.

6143. Have the farmers difficulty in finding employment for the labourers now?—The best labourers are all picked out, but they would be all better employed; those who are not quite so good as the best, become inmates of the union house; others are obliged to get work the best way they can; they get employment upon the roads at a sacrifice sometimes, because they will keep at work.

6144. And is it the feeling of the farmers generally, so far as you know of it, that with an increased security for their capital, they would make an increased outlay upon their farms?—There is no doubt about it, and that would confer the greatest benefit upon the labourer, because he would receive his wages and be bettered in his condition.

6145. Would the farmers keep more stock?—Yes, because if they improve the tillage of the farm, they must grow more green crops, and consequently they would produce more beef and mutton.

6146. And more corn?—Yes, certainly, because they would get more in one crop; as much as one and a half before.

6147. You think on some farms there would be an increase of the produce 50 per cent., or even double that, with proper security?—That depends so much upon the different fields, and upon different farms and localities; taking the farms together, you could not make so large an increase as upon certain localities.

6148. You speak of fields, not of farms?—Yes.

6149. Sir *J. Trollope.*] Are the farms small in Somersetshire?—No; they are a good size, generally speaking; they are smaller where the land is better.

6150. What

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6150. What do you consider a large farm in Somersetshire?—Six hundred or seven hundred acres.

6151. Have you farms of that size in your part of the country?—Yes.

6152. Being farms under the plough, or sheep walks?—Sheep walks.

6153. They are chiefly down lands?—Yes.

6154. Have you large arable lands?—Some, but not a great many.

6155. Are the farmers, generally speaking, poor in capital, or wealthy?—Like the generality of the county; there are some spirited men with capital, and some who are not so.

6156. *Chairman.*] Are you acquainted with the country between Wilscombe and Durstone?—I have been over it.

6157. Would there be a capability of making catch meadows there?—Yes, extensive improvements have been made by one gentleman there.

6158. You are speaking now of a farm on very high land there?—Yes. Another gentleman told me that he let, some years ago, 180 acres for 12 *l.* 10 *s.* a year; and now by the outlay, I think of the landlord, of about 600 *l.*, it is now at 120 *l.* a year on that hill.

6159. Mr. *Henley.*] He turned it into water meadows?—Arable and seed land; they take very little corn from land of that sort; it is a great expense on the first outset.

6160. *Chairman.*] Liming is essential on that wild hill land?—Yes, to make the vegetable matter decay, to be food for the plant.

6161. Do you know the cost of a good dose of lime an acre?—Not exactly. In that neighbourhood the lime, without the carriage, is about 30 *s.* an acre.

6162. Sir *J. Trollope.*] How many bushels do you put on an acre?—We do it in hogsheads.

6163. Do you know what a hogshead holds?—I cannot say; the hogsheads vary very much in different villages.

6164. Mr. *Henley.*] How many hogsheads will a waggon and four horses bring?—I never heard the calculation made.

6164*. It is eight bushels, then?—Yes.

6165. Sir *J. Trollope.*] How many hogsheads do you put on an acre?—The tubs are of a different size; at one place they have got three, and at another place they have got four; they vary their hogsheads; there are only three-fourths of a hogshead at one place, and at another four.

6166. *Chairman.*] It would cost 3 *l.* or 4 *l.* an acre upon the hills, to give it a good dose of lime at starting?—£.3, I should think.

6167. Sometimes they have to carry the lime on horses' backs?—Yes.

6168. And go 15 miles to fetch it?—It would cost 4 *l.* or 5 *l.* perhaps, carriage included.

6169. Sir *J. Trollope.*] Does Somersetshire produce no lime of a quality and capability for improving the land, or is it brought by sea?—They produce lime from the lias and sandstone of different places.

6170. It is the produce of your own county?—Yes, there is some obtained from the sand rock about Taunton, and from the blue lias.

6171. That is the best?—It is greatly used about Taunton.

6172. Is it not the best?—It is good in that neighbourhood.

6173. *Chairman.*] The Committee are to understand that there is great room for the outlay of capital in different ways, in that part of Somersetshire that you are acquainted with; that is, that at present the landlords are not able or willing to lay out, and that the tenants in many cases would do so if they had proper security for their capital?—No doubt they would.

6174. Sir *J. Trollope.*] Do you make water meadows in any part of the land you know of?—Yes, where we get land available.

6175. Who does that, the landlord or the tenant?—They always make the best bargain they can, of course.

6176. Do you get compensation for making water meadows, for the levelling and cutting the land, on leaving?—We have no claim; we are not satisfied we shall get compensated; we may chance to make a bargain.

6177. And if you do not make a bargain, you are not entitled to any compensation?—No; we get nothing.

6178. Do you drain at all those fields?—Yes.

6179. The landlord finding the tiles?—There we make the best bargain we can; upon my land my landlord agreed to lay out 100 *l.* in improving the buildings, and drainage too, upon about 120 acres of land.

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6180. That would not go far?—No; I wanted about treble that sum.

6181. Have you sufficient confidence to lay out the other 200 *l.* yourself?—Not under present circumstances.

6182. What are the circumstances that deter you?—There is not sufficient security at the end.

6183. How many years is your lease for?—Fourteen years.

6184. Did you not bargain for any covenants in your lease?—No, I could not get them.

6185. Did you try?—No. We can drain for about from 3 *l.* to 3 *l.* 10 *s.* an acre in the neighbourhood of Taunton, where we get the tiles, and Bridgewater.

6186. At what depth do you drain?—That does not matter; if you drain six feet deep, you do not drain so frequently; I think it is much the same expense whether you drain six feet or three.

6187. What you expend in workmanship, in the one case, you would expend in tiles in the other?—Yes.

6188. What is the expense of that draining?—About 3 *l.* 10 *s.* an acre.

6189. To do the whole entirely with tiles or pipes?—To do the whole entirely with pipes; and some with stones, where we are near a good stone quarry.

6190. In a lease of 14 years, would you not be repaid your outlay for doing that the first two or three years?—You cannot do it at all in one year; it does not come in rotation; you cannot go into every field.

6191. You drain the fallows?—I do it when down in grass because then I can see what I am doing. We generally go upon the four-course system, if we have any confidence at all in our holdings.

6192. Mr. *Newdegate.*] You said there had been a very large expense; that 1,500 *l.* or 2,000 *l.* had been expended in a trial in regard to compensation?—Yes, and that would not have been so if there had been a rule laid down for compensation. The tenant endeavoured to take everything himself, and then the landlord brought his action.

6193. If there had been an established custom, the expense would not have been so great?—It would have been avoided.

6194. Do you think it is necessary to alter the law in any way, to give compensation through a court of law, if the custom exists?—I do think it is necessary to alter the law; I cannot understand any law to compel compensation at the present time.

6195. That is owing to your not having custom?—I have understood there is custom in Lincolnshire, or there is compensation.

6196. And there the law is decisive?—Yes.

6197. Mr. *Henley.*] Was this action you have spoken of, that cost so much money, commenced by the landlord because the tenant had cross-cropped or run out the farm?—The tenant would not sign the lease; then the landlord turned round and gave him notice to quit at Lady-day. At Michaelmas he was obliged to take all his crops off; he could not eat them; and he did so, and the landlord brought an action against him because he did so.

6198. Then this litigation was not consequent upon any want of tenant right, but in consequence of a quarrel between the landlord and tenant?—If there had been a tenant right that would have been avoided.

6199. The action was for carrying the corn off the farm?—Yes, but the tenant understood that he was to rid his farm at six months' end; he was to do so, but then the landlord brought an action because he did so.

6200. No tenant right enabling the tenant to be paid for draining, or artificial manure or artificial food, that he had spent upon the farm, could have prevented an action of that sort, if the tenant had carried all the corn away?—He would not have done so.

6201. If he was wrongheaded in the one case, why should not he be wrongheaded in the other?—He was not wrongheaded; he was obliged to do so.

6202. Why was he obliged to do it?—He had a six months' notice to quit and deliver up everything.

6203. His right to be paid for draining and artificial food, and so forth, would not have interfered with his right of carrying his corn and straw off the farm?—He would not have made that attempt to do so if he had been sure of compensation.

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6204. Mr. *Moody.*] Did he bring it upon himself by not signing the lease?—I do not know; one thing I know, they were both hot-headed men.

6205. Mr. *Henley.*] This did not arise from any claim on the part of the tenant?—I only brought out that to show the necessity of a system being laid down.

6206. As you stated it, the Committee would have been led to believe that the action arose about a dispute the tenant had for compensation?—I stated it to show the necessity of compensation; because if there had been an existing law to compensate the tenant, he would have let it stay on as it was before.

6207. Is there much land in Somersetshire drained?—There is a little drained, not so much as there ought to be by seven-tenths.

6208. There may be three-tenths of the land drained, and seven-tenths to do?—Three-tenths is rather more than there is drained, taking the county throughout.

6209. You have stated, in your judgment, that tanks for the saving of manure are very much needed?—Yes.

6210. The attention of the public has been called to the subject of liquid manure very much within the last two years?—Yes.

6211. Is that a thing that has been much used or understood by the large body of farmers?—Men have been talking about it; more the last four or five years.

6212. Generally the public attention has been more directed to that within the last four or five years than for 20 years past?—Yes.

6213. That may be some reason why those things have not been so much done as may appear necessary?—That may be the case in a great measure.

6214. Is not the land about Taunton very rich?—Not so rich as it is generally considered to be.

6215. It has the general reputation of being rich?—Yes, it is, near the gravel.

6216. You hold land there?—I do; there is a good deal of exaggeration about Taunton land.

6217. Is not it, generally speaking, the richness of the land that has caused it to pass almost into a proverb as to the Golden Vale?—Yes; there is some very good land about Taunton, and there is some within five miles of Taunton that I would not give more than 5*s.* an acre for.

6218. There is a difference in the land?—Yes.

6219. Taking some of the best land entitled to the term "golden," if that land, which is full of water, were drained, do you not think that it would repay the tenant for draining it in less than 14 years?—It may do so.

6220. Speaking of the golden land?—Good land saturated with water would pay in less time than bad land.

6221. In what time, in your judgment, would this golden land pay for the draining?—That which is termed "golden" would be improved very greatly by draining.

6222. Would a man get his money back in four years?—No, not in four.

6223. Would he get his money back in six?—He may in land of that description, very good land, but very wet; he may get it back in two courses of cropping, eight years.

6224. And not in less time than that, in your judgment?—No.

6225. Should you alter your opinion in that respect if you found in Lincolnshire, where there has been longer experience, that a man has got paid in less time?—No; I should form my own opinion of what I have seen before me, and practically know.

6226. And in land that is not golden, but only silver or brass land, perhaps it would take 10, or 12, or 14 years, or three courses of crops?—It would work out in 14.

6227. Twelve years would be three courses?—Yes.

6228. Do you think the generality of land would get back in three courses?—Not in what we call heavy land, but with wet it would want a longer time than in the best land.

6229. There is a great deal of valuable grass land in Somersetshire?—Yes.

6230. The land that the Chedder cheese is made from is valuable land?—The land from Bridgewater to Cross is grazing land.

6231. Is it very valuable land?—It is generally considered so.

6232. Does not a very great deal of it want drainage?—It would be much improved by drainage.

6233. Upon grass land of that description, what would your opinion be as to the time that drainage ought to run over to repay the tenant for the outlay?—That depends upon the quality and the position; in some it would take six or eight years, because in the neighbourhood of Bridgewater to Cross, and that locality, there is great facility for getting draining pipes. Brown & Seely, of Bridgewater, do a very spirited trade in it.

6234. The facility only makes the drainage cheaper, it does not alter the principle and number of years run over?—The less money you lay out the quicker you get it back; if you lay out 3 *l.*, you would get 3 *l.* in a less number of years than if you laid out 4 *l.*

6235. And the tiles are much cheaper in that neighbourhood?—The carriage would not operate against the drainage in the district generally.

6236. Do you think the drainage in that country is not done on account of the want of outfall, because the artificial outfalls are mostly made under the Commissioners of Sewers?—They are.

6237. Is that the reason that the under-drainage has not been carried to a greater extent than it is now?—Partly so, and partly from want of security; those two things operate against it.

6238. You think both those elements operate against it?—I do

6239. Are the tenants in that part of Somersetshire men of capital generally?—Generally speaking, in that neighbourhood.

6240. Quite sufficient to undertake it, if the circumstances permitted it?—Yes, no doubt of it; that is what they call a marsh district.

6241. Would draining the land affect its quality for cheese making?—The better the herbage you produce the better you have to feed; better herbage would produce better goods.

6242. Sometimes a very trifling alteration in the land has a peculiar effect upon the cheese?—The better the herbage, the better the goods.

6243. Is that always so?—Certainly. I know one estate where a sort of weed comes up and spoils all the cheese.

6244. The buildings in Somersetshire are bad?—They are not worse than the generality. I say, that in all counties they are worse than they ought to be.

6245. What in your judgment would be a proper security for buildings to the tenant?—I suppose 20 to 25 years.

6246. Do you think that the same security which tradesmen receive now would be sufficient to an agricultural tenant?—To take them down and carry them away?

6247. If not arranged for?—No; because if you pulled those buildings down, they would not be worth one-third.

6248. Then, in your judgment, an agricultural tenant ought to be put in a different position from a tradesman?—Yes.

6249. That would be your judgment?—Yes.

6250. Do you think that it ought to be so, that buildings ought to be put up with the consent of the landlord?—Yes, he ought to be consulted, and ought to enter into an agreement.

6251. Should the tenant have a right of putting them up without the consent of the landlord?—If sufficient parties were called in by the landlord, tending to prove that those buildings were necessary, then I would put him out of the question.

6252. Then you would not leave the landlord the option?—I would give him notice that I should like to put up such and such buildings, and let him name an arbitrator, and then if he did not I would have power to name an arbitrator in another sort of way; I would let him have a discretion of that sort, but I should not like him to put his veto upon it.

6253. What discretion would you give him?—I would let him speak through his arbitrator, and he should be compelled to do it if the arbitrator decided that it was an improvement.

6254. If the arbitrator decided that it was an improvement, whether the landlord liked it or not, the tenant should be authorised to do it?—Whether the landlord liked it or not, the tenant should be authorised to do it.

6255. What period of years should the right to be paid for the buildings run over?—Twenty to 25 years.

6256. Do you think that the landlords and tenants ought to have power to settle that by private agreement between themselves?—I do not; they could not settle it in that sort of way.

6257. Do you think the landlord and tenant ought to have a right to enter into a bargain to exempt themselves from such a law?—No, the law ought to be imperative.

6258. That would be your judgment?—That would be my judgment.

6259. Do you think that the tenant, upon going away, ought to be responsible for the dilapidation of the farm?—That depends upon the arrangement, whether the tenant was to keep the buildings in repair.

6260. The question refers to the farm?—If he is paid for the improvements, it ought to be in sufficient repair.

6261. Whether he is paid for the improvements or not, if at the end of the holding the farm is in a bad condition, ought the tenant to be responsible to the landlord?—He ought not to leave it in a worse state than he found it.

6262. If he had made an agreement to cultivate the farm in a proper husband-like manner, without reference to the condition it was in when he took it, ought he at the end of the 14 years to be liable for dilapidations?—What one man would call a good and clean state, another man would say was not so.

6263. Supposing that to be the case, that the tenant undertakes to keep the farm in a clean and sufficient state, ought he to be responsible?—If he found it so he ought to leave it so, to do his duty as a tenant.

6264. If he takes a farm in a bad condition, in consequence of which he takes it at a low rent for 14 or 20 years, that is, at a lower rent than he otherwise would have paid, and gets the farm into a bad condition when he goes away, ought he to pay for the bad condition of that farm?—If he improved the farm generally on the first outset, the difficulty would be to let it back to that condition again.

6265. The question is not whether it is difficult; the question is, if he did let it back ought he to pay for it?—He ought to be made to pay the landlord if he injured the property.

6266. The question is, whether he lets the farm go back into a bad state?—If it is not in a worse state than he found it, he ought not to be made responsible.

6267. Your notion is, so long as a man does not leave a farm in a worse state than he takes it, he ought not to be responsible for its condition?—Certainly not.

6268. The Committee are to understand that as being your opinion?—Yes.

6269. Would that be just?—It would be just if he left his farm as good as he found it.

6270. You say that he ought to have a claim upon the landlord for his improvements?—Certainly.

6271. And therefore if he dilapidates the farm, would it not be equally just that he should be made to pay for it?—I consider the landlord ought to be paid if a tenant leaves a farm worse than he found it.

6272. Not unless he leaves it worse?—Not unless he leaves it worse.

6273. Supposing a man takes a farm it in a bad condition, worth 20*s.* an acre in consequence of being in a bad condition, he covenants to farm in a clean husband-like manner, and leaves it at the end of 14 years in a bad condition, do you think then he ought not to be answerable for the bad condition of the farm?—If he leaves a good and sufficient clean husbandry, then you ought not to make a man responsible for anything of that sort.

6274. Is that your judgment?—Yes; because if he brought up the farm beyond what it was when he entered it, he ought to have a right to bring it back, unless he were compensated.

6275. The question does not relate to compensation; but if, instead of bringing it up by clean husbandry, which he has covenanted to do upon it, he lets it go back into the same bad state that he found it, ought he to be responsible for that?—No; because he did not leave it worse than he found it.

6276. Then there need be no improvement in land?—Yes; but I think every man ought to sit down satisfied. If I made an improvement I ought to be satisfied with it.

6277. Go one step further: you say, in your judgment, if a man comes into a farm in a bad state he ought not to be responsible if he leaves it in a bad state when he goes out?—No.

6278. Have not many of the farmers of Somersetshire come into farms with some unexhausted improvements in them?—Yes, I should think some have come in with unexhausted improvements.

6279. Should you think it right to make a law that those men having come into farms with unexhausted improvements in them, by a sudden operation of law should be enabled to go out, and for the incoming tenant to pay them for what they have got in the land?—Yes, of the improved land.

6280. Yet if they deteriorate the land they ought not to be responsible for it?—The question put to me was, if they did not make it worse than they found it; that is, if they made it worse than when they entered it, they ought to be made to pay the outlay, and the landlord ought to distrain for it as for his rent.

6281. Yet you say that a man taking land at a low rent, and in consideration of that low rent conditioning to farm it in a husbandlike manner, ought not to be made to pay if he leaves the farm no worse when he goes out than he found it when he comes in, he having held it at a low rent because of its being in a bad condition?—That I never entered into; that is left to the arrangement of the parties at a market price, and the man who gives the most takes it.

6282. In such a state as that, ought the tenant to be responsible?—Not if he left in as good condition as he found it.

6283. Mr. *Newdegate.*] Supposing a man had a farm held by a bad tenant, and he let his land to a man who he thought would be an improving tenant, that is, supposing he let it him at 10 *s.* an acre less than its value in order that he might improve it, and he held that farm for seven years, but he did not improve it although he had it at 10 *s.* an acre under its value, ought not that man to pay dilapidations, or rather pay for not having improved according to his contract?—You do not see business transacted in that sort of way. I see that perfectly well; you must make a special agreement to say he shall improve it.

6284. Mr. *Henley.*] The question is this: a contract being made with a tenant that he shall have a farm at a low rent because he is considered to be a good farmer, and will farm the land in a clean husbandlike manner, if the man who covenants to farm that land in a clean husbandlike manner, leaves it at the end of the term unimproved, ought not the landlord to have a claim upon the tenant on that account?—Yes, if he makes a special agreement.

6285. Did you ever know an agreement entered into in which that was not one of the covenants, that it should be farmed in a husbandlike manner?—I would not take a lease saying how I should crop the land.

6286. You are asked whether you ever knew a lease without a covenant in it that the farm shall be farmed in a husbandlike manner?—No, never without a clause of that kind in it.

6287. When persons let land without a lease from year to year, do not they generally stipulate that it shall be farmed in a proper manner, according to the custom of the country, or something to that effect?—Generally, but it is done in a loose manner.

6288. But being done in a loose manner, there is an understanding that the man is to farm it properly?—That is not generally understood, what is called properly, because there is no custom existing to lay down a system upon which it shall be done.

6289. Is it not generally admitted to be proper to keep land clean?—Yes.

6290. Suppose a man takes it foul, and has it at a low rent upon the supposition that he is a better farmer and will keep it clean, do you think he ought to be answerable if he left it as foul as when he found it?—Certainly, if he went away and left it unimproved, by special agreement; a man ought to do what he signs to do.

6291. Not else?—No; if he takes it to do what he can, if he is not tied to it, he ought not to do it.

6292. You say you think the landlords and tenants ought not to be allowed to exempt themselves from the operation of any law about buildings?—Certainly not.

6293. Do you think there is any covenant that ought to be made between landlord and tenant, in which they ought not to have the power of exempting themselves from that; is there any part of the bargain between landlord and tenant that the law ought to make for them and not for themselves?—I do think so.

6294. What parts do you refer to?—I think that where the tenant should give the landlord notice that he wished to make any permanent improvement, draining, or building, or road-making, if he gave notice of such improvements it is necessary that there should be arbitration without the landlord having any discretion

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discretion at all; if arbitrators were appointed, and they agreed that it was an improvement, then the landlord should not have the right to say it is not.

6295. That is as to draining and road-making; is there anything else you would specify, not of a permanent nature?—No; but the landlord should not have discretion; because I think if you gave a law, there are many landlords would say, "It answers my purpose to get my rent," and they will not care anything about improving their property.

6296. You say they should not have a discretion in road-making, draining, and buildings; will you specify the articles which you think they ought to have discretion in?—To make the best of their property. I would not interfere with the landlord letting his property; if there be an opportunity of calling in two or three disinterested men, I do not see what the landlord wants discretion for.

6297. You say they should not have a discretion in road-making, draining, and buildings; will you specify the articles which you think they ought to have discretion in?—They ought to have no discretion in any improvement, provided the arbitrators agree that it is an improvement; they ought not to stop any improvement. I have put it in this way: I have drawn draughts up that you can refer to the Inclosure Commissioners, or some other authority; and if the landlord would not name his arbitrator, they should name one, and the occupier should name one; and if the arbitrators agreed that it was an improvement, the landlord should have no discretion whatever.

6298. Now you state a general, and not a specified improvement?—That is if the landlord did not choose to name his umpire; he could speak through his umpire if he thought proper; and if he did not do it, I would authorise some other person in authority to appoint an umpire for the landlord.

6299. You have said that the landlord should have no discretion in any improvement that the arbitrator thought was an improvement?—Certainly not.

6300. Which, in your opinion, is the greatest consequence to the tenant, the improvement to the estate by the mode you have named, or the rent he pays?—Having a farm in a bad state and having it in a good state is a very great deal of difference, no doubt; and I think the tenant would better pay a greater rent, and have a farm in a state that he could make it again, than have a farm wet, and bad buildings, so that he could not make his money.

6301. Which do you consider to be of greater consequence to the tenant, to have improvements of this kind that you have named made, or the amount of his rent fixed?—I do not understand what you mean by the difference of rent fixed; I understand the question like this, do I consider that the tenant would be better to pay an increased rent with those improvements?

6301*. The question means this, do you think it of great consequence to the tenant to be allowed to expend such money as he pleases with the certainty of being repaid by the operation of the law; do you think that of greater consequence to him than the amount of rent per acre he pays for his farm?—The market value of the thing would regulate it; when the farm came to be valued it would be a consideration.

6302. When you speak of the market value, how is that to be ascertained?—You find a great many gentlemen throw their farms open to tender; I know a case in which the whole tenantry was valued.

6303. Are the Committee to understand your opinion to be that the landlords ought to ascertain the value of their farms by tender?—No; let a fair man value their estates.

6304. You think it ought to be a fair man valuing?—Yes; let the man ascertain the value of his estate, and then let it; and then if a man goes and improves his estate, let him be paid for his improvement.

6305. You would not like the law to settle the rent?—No.

6306. Why not?—I would not interfere with private property in that way.

6307. For instance, a tenant giving notice that he wanted to lay out a very large sum of money, say 1,000 *l.* on an estate, you would not give the landlord power to prevent it?—Unless there is an arbitrator.

6308. Would you deprive the landlord of the power of giving notice to quit?—No.

6309. That would stop the money being laid out?—Certainly.

6310. Would not it be a simpler process to give the landlord a veto upon laying out the money in the first instance?—I was only answering the question with reference to a lease.

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6311. Supposing a man made a covenant in a lease that the tenant should put up no buildings without his consent, do you think that the law ought to override that covenant?—I do.

6312. Then, in point of fact, a tenant having entered into an agreement that he wanted to set aside, would be neither more nor less than a deception upon the landlord?—I do not understand that to be so.

6313. You say a tenant having a covenant with his landlord on taking a farm that he should not be entitled to put up buildings without the consent of his landlord, in your judgment ought the law to override that covenant?—Yes, because you would not get them put up at all.

6314. Then the Committee are to understand, in your judgment, a man having made an express bargain with his landlord, and got possession of a farm for a term of years under a certain condition, there ought to be a law made to do those things he has expressly intended not to do?—I do not think the tenant ought to sign a lease of that sort.

6315. Confine the answer to the question put to you?—If he gives an agreement he must stick to it.

6316. Then the Committee are not to understand that the law ought to override the agreement?—Not in that respect; if a man has signed an agreement, he is not a reasonable man not to act up to it.

6317. That is his discretion?—Yes.

6318. Mr. *Moody.*] Do you consider the property in Somersetshire to have been greatly improved?—Yes.

6319. And the improvement that has taken place has taken place by mutual agreement between landlord and tenant?—Yes, that is so.

6320. And that improvement has taken place by a good understanding between the landlord and the tenant?—Yes.

6321. *Chairman.*] You say, in some cases it is desirable for tenants to have power to make roads?—Yes.

6322. With compensation?—Yes; in all cases the improvement ought to be authorised before the work is commenced.

6323. The question was not as to the thing to be done; the question was put whether you think that in some cases it would be for the advantage of the farm that the tenant should be allowed to make roads, with compensation?—That is where you have to go through a field on headlands; if the road were stoned, that would be a great improvement, and all those things ought to be gone into before they are done, because if the arbitration was held at the end of the lease, perhaps you would get into a great litigation; but if you first of all see your way to do it, and how you are to be paid, the thing would go on more smoothly. I wish to be understood about landlords having discretion; I mean they should have a discretion if they chose to appoint an arbitrator; but if they like to be sulky, and would not appoint an arbitrator, empower some other authority to do so.

Jovis, 18° *die Maii,* 1848.

MEMBERS PRESENT:

Mr. Bouverie.
Mr. Colvile.
Mr. E. Denison.
Mr. Tatton Egerton.
Mr. Hayter.

Mr. Moody.
Mr. Newdegate.
Mr. Pusey.
Mr. Sotheron.
Sir John Trollope.

PHILIP PUSEY, Esq., in the Chair.

Mr. *Francis Woodward,* called in; and Examined.

Mr. *F. Woodward.*

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6324. *Chairman.*] YOU are a Farmer in Worcestershire?—At Little Comberton.

6325. What is the extent of your farm?—About 1,100 acres.

6326. Has that farm been much improved in any way since you entered upon it?—My friends say so; it is not for me to say; I have expended a very considerable sum of money upon it.

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6327. Has it been drained?—Thoroughly; very superiorly drained.

6328. Has the effect of the improvements been satisfactory?—Very much so indeed; it has raised the produce of wheat, and improved the farm from 24 bushels an acre to 48. I do not mean to say that the general average years would be 48; it was last year, and perhaps will be this.

6329. Has that enabled you to increase the quantity of stock upon the farm?—To a very great extent; it carries at least one-third more.

6330. Has that enabled you to have sheep on land which would not bear sheep before?—Decidedly, and enabled me to plant a great portion of the mixed strong land with turnips, which I could not do before it was drained.

6331. On what tenure do you hold your farm?—About half is my own, and the other is land under lease for 21 years; indeed it is two holdings; one is a lease renewable every seven years, and the other is 21 years. The farms are rather small with us; I have two of my own, and two I rent.

6332. With regard to the custom of Worcestershire, what is the usual time for the incoming tenant to enter upon the farm?—There is no definite period; at all seasons; some at Michaelmas (I think the majority may be said at Michaelmas) and some at Lady-day, others at Candlemas.

6333. Is there any compensation made to the outgoing tenant for improvements he has made?—Decidedly not.

6334. Not for artificial manures, such as oil-cake used for cattle?—Not anything of the sort that I have ever heard of.

6335. How are the farms generally held?—They are yearly holdings, generally speaking; in a few instances there are leases.

6336. Is the land in Worcestershire generally drained?—There is a great deal being drained lately, but a great portion is undrained, and in fact not more, I should say, than one-fourth of the county is drained now.

6337. Is there room for increase of produce in Worcestershire generally?—The average is about 24 bushels per acre of wheat; it is very possible to increase it at least 10 bushels per acre by draining, and a good system of tenant right, if the tenants could be compensated for the outlay of their capital. Worcestershire is a strong deep soil; generally speaking a very tenacious wet soil; it might be at least improved to the extent of 10 bushels an acre.

6338. Besides the increased produce of corn, is the land of Worcestershire which requires drainage, though strong, capable, do you think, of carrying stock if it were drained?—Yes, decidedly.

6339. Should you look to a greatly increased produce of meat?—No doubt of it; in fact, where the land has been drained there are large flocks of sheep, 500 sheep perhaps on some farms where there were not 100 head formerly, in consequence of the drainage and soil burning.

6340. Will you describe to the Committee the process of soil burning?—We do it principally on very strong, wet, tenacious land; we plough it up very shallow, or skim it about two inches deep, and burn the whole of the surface, at a cost of about 3 *l.* 10 *s.* to 4 *l.* an acre; that would give a very greatly increased quantity of produce of every description, particularly beans, seeds, and all green crops, and on some land it increases the produce of wheat very much. You ought to get a green crop after burning, before wheat; it sometimes leaves the land a little too hollow for wheat.

6341. Is this a durable improvement?—Yes.

6342. Is it one for which the outgoing tenant, if he had not held the farm long enough to obtain a profitable return, should be allowed compensation?—Yes, decidedly so. I had some done eight or nine years since; it answers remarkably well to the present day; in fact, it makes strong land so that you can grow turnips upon it, and eat them off with sheep; there is a description of land (sandy soils) which it is not any service to; it is not required there; but if it is done judiciously it is a very great improvement on strong land.

6343. What sort of farm buildings have you in Worcestershire?—Very bad, upon the whole.

6344. Are they so bad as to be an impediment upon the farmer's adopting the best course of improved husbandry?—Yes, and in many instances the landlords are so poor that they cannot afford, or will not put up the buildings.

6345. Where the landlords are unable to afford those heavy expenses for improvements out of their income, do you think it desirable that the tenants should be allowed to do so?—In many instances the tenantry would do it if they could be allowed for it on leaving the farm.

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6346. As a practical man, you are of opinion that many of the Worcestershire farmers have capital enough to undertake the outlay?—Not generally speaking, but there are instances; in many they would borrow money no doubt for the purpose.

6347. Do you think that if the Worcestershire farmers had tenant right, they would increase the employment of their labourers?—No doubt, to a very great extent.

6348. Is that a point of any importance in Worcestershire?—Yes, decidedly so.

6349. Have you found any difficulty in getting employment for your labourers?—Very great; in some years our Board of Guardians, of which I am chairman, find great difficulty in some seasons; we have not this last 12 months.

6350. Do you anticipate that difficulty in time to come?—I have known as many as 20 or 30 in a day; men who wish work if they could have it.

6351. You have stated that the farms in Worcestershire are generally held from year to year?—Generally speaking.

6352. Is it your opinion that the holding from year to year with tenant right would be acceptable to the farmers of Worcestershire generally?—No doubt; but landlords are so tenacious in general in granting leases. I do not wonder at it; you may get a man close up to a gentleman's door, and he may choose to be a nuisance, and may annoy him for years. If you had a good tenant right, there would be no difficulty in getting a good practical man to lay out a large sum of money, because if the landlord wished to get rid of him, he could then do so by repaying him for his outlay.

6353. Do the farmers of Worcestershire wish for long leases or tenant right?—They do not care about long leases if they have tenant right; they only want compensation in case they leave their farms.

6354. Have any of them a misgiving as to binding themselves by a long lease?—I think they have at the present day; since the corn laws were repealed the tenants are not so anxious to get leases as they were, and therefore farming will go back unless we legislate in some way; they are afraid to take leases in many instances.

6355. Is there any other point that occurs to you to mention to the Committee?—I could mention an instance of a farm in Worcestershire where a person took the land three or four years ago on lease for 21 years, and there was a considerable portion of land that had been lying idle for some years, and had done nothing; in fact, it was only let to him at 7*s.* an acre. In consequence of this lease, he set to work and burned a portion of it; perhaps only 100 acres were at 7*s.* an acre; he farmed it with vetches, and ate those vetches off with oil-cake with sheep, and had 48 bushels an acre the first year from land only worth 7*s.* an acre before that time; I witnessed it with my own eyes.

6356. You say the land had been lying idle?—Yes; the land had been lying idle a number of years, not carrying a sheep to an acre; by this judicious outlay of capital, through having a lease or a tenant right, which would have been equally the same thing, he made that improvement

6357. Do you mean the land had not been let?—It was not cultivated; it had been let but not cultivated; it was lying barren; it would not grow seeds, it was so poor; it did not carry a sheep an acre; not a lark to an acre, as the old saying is.

6358. Have you any land so cold that it is difficult to find a tenant for it in its present state?—Yes; a friend of mine had an estate to let last year; it was so cold and wet, and he was so poor, that he could not afford to underdrain it, and it lay without for some time. There is a very great wish on the part of the landlords in Worcestershire and the adjoining counties, for Government to grant them a further sum for underdraining; that has been carried out to a considerable extent, and now there is no money to be had.

6359. And the landlords are not themselves, in many instances, able to advance sums for those improvements out of their own income?—No.

6360. Mr. *Bouverie.*] You spoke of tenant right; what would you define that tenant right to be?—If I were to take an estate, and go and lay out money upon it, I should wish to farm it in the best way I could; and if at the end of six months' notice I were to leave it, I should then wish to have compensation for all the unexhausted improvements in the soil, either by draining or by bones and artificial manure, or whatever I had done upon it.

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6361. Have you any stipulations in your leases with reference to improvements of that character?—No, I have not.

6362. You made those improvements with the prospect of obtaining a profit during the period of your lease?—Yes. Where there are leases in Worcestershire, the last three or four years the land is run out very frequently; there are two reasons for that; a man says, If I wish to continue this farm again in a high state of cultivation, there will be 20 people wishing to take it, but if I allow this land to run out, and do nothing to it the last few years, so that I can just escape the provisions in my lease that I am obliged to fulfil, I can take my farm again; and I think with a good system of tenant right, a man would farm as well to the last moment as at the first, knowing that he should be compensated when he left.

6363. If a farm under those circumstances is improved generally in value up to the period of the termination of the tenancy, there would be the same competition to get the farm?—There may be certainly competition, but still I think a man would get remunerated for his outlay.

6364. You have said that many of the landlords of Worcestershire could not afford to make an outlay for building?—Yes, a great many of them.

6365. Are you aware of any cases where the tenants have asked for stipulations and covenants, allowing them to remove the buildings or receive compensation?—Yes, I could mention such cases.

6366. Have you known them refused?—Yes.

6367. You say that there are cases in which the tenants have asked permission to erect buildings, with stipulations for their remuneration when the tenancy ceased?—Yes.

6368. Have you known those arrangements entered into?—No.

6369. And you say that the landlords have refused to allow such things to be done?—Yes.

6370. Sir *J. Trollope.*] Are they never allowed for buildings at all?—Nothing whatever.

6371. Not even when put up with the permission of the landlord?—I never knew a case.

6372. Do you hold a lease?—Yes.

6373. Are there conditions in that lease?—Yes.

6374. What is the nature of those conditions?—The conditions are principally these: I am to leave the land in a certain state; a certain number of acres in fallow, and a certain number of acres seeds; I am to be paid the prices of the ploughings and fallows of the last year.

6375. That is a compensation, then?—It is a compensation.

6375.* Is that the only compensation?—Yes.

6376. Was not it in your power to have made terms with the landlord or his agent, such as would have suited your view of the case, that you should have been paid for drainage or buildings?—It was not the custom.

6377. Did you ask for such terms?—I asked for several things which I did not obtain.

6378. Then if you had a tenant right with a lease, would not it invalidate some of the conditions of your lease?—No.

6379. It is contrary to the tenure of your lease to be paid for drainage or building; if you had a tenant right you would demand to give that up at the termination of the lease?—It would not interfere with the existing leases.

6380. Do you not think it would do so?—It ought not to interfere with existing leases.

6381. Then your legislation would be entirely prospective, and to take effect at the termination of the present agreements?—Yes.

6382. You would not wish to disturb existing agreements?—No, not existing agreements.

6383. You spoke of cultivation by burning?—Yes.

6384. Do you repeat that process on some lands?—I have not had occasion to repeat it; it is a new process done within the last eight or ten years.

6385. Is it always pasture land you burn?—No, decidedly not.

6386. Do you burn fallows?—Yes.

6387. It is, in short, clay burning?—Yes, clay burning.

6388. Have you ever breast-ploughed and burnt grass land?—No; I should not allow that if I were a landlord, as I think burning turf injudicious.

6389. Is it good husbandry to repeat burning?—We have scarcely had a trial of that, my land does not require it, it is quite light enough with once burning.

6390. Ashes, are they a permanent manure?—Yes.

6391. For what period?—I have found benefit for six or seven years.

6392. Is not that benefit great from the greater porosity of the land making it more friable and workable than as a manuring principle?—Both; it acts as a manure; there is ammonia in the ashes.

6393. Does not that ammonia fly off in the first crop? —No.

6394. Is it more permanent than for one crop?—Yes.

6395. How many years would you be paid for it?—Probably it would extend to a period of seven years.

6396. As far as that for ashes?—I think so.

6397. Would you extend it as far as for lime?—Yes; it does not eat in the land like lime; lime will go down.

6398. Have you used lime?—Formerly; not since I have known the process of burning.

6399. Do you prefer the burning?—Yes, on a strong land.

6400. Then is it from the greater weight of the lime that it sinks down?—No, not altogether; lime is a cold thing, and it makes it so very porous that some of the cold clay will blow away almost; it is bad for wheat.

6401. Have you drained extensively?—The whole of my land.

6402. At your own expense for labour and tiles?—Yes, at my own expense entirely; that was the condition on which I had a long lease.

6403. For what period is that lease?—Twenty-one years.

6404. And you began at the commencement?—Yes.

6405. Do you think you would be repaid at the end of 21 years?—Yes.

6406. Mr. *Bouverie.*] You had a stipulation in the lease as to that drainage?—Yes.

6407. Mr. *Hayter.*] You prefer a tenant right to the granting of a lease; you think it a better mode of cultivation?—A better mode for the country, generally speaking. I do not mean individually speaking. I should prefer a 21 years' lease.

6408. Do you know practically where there is any mode of tenant right existing?—No.

6409. Have you considered the mode by which practically that right could be worked out as between the owner of the land and the tenant?—I have seen nothing of it till within the last few days, and have heard very little.

6410. Would you leave it entirely to the discretion of the tenant to put as much lime, or to marl or chalk, to as great an extent, or to drain to as great an extent as he pleased, without any control on the part of the owner of the land?—No, certainly not.

6411. What degree of control would you give to the owners of the land?—I would always have men fully capable of ascertaining and valuing what the tenant should be paid for, but I would guard the landlord so far as this, that though the tenant may spend a great deal of the landlord's money, he should not be paid for all that; in fact, it is more between the incoming and going-out tenant, than between the landlord and tenant; this Bill would very little interfere with the landlords.

6412. Sir *J. Trollope.*] Would you not make the landlord the guarantee?—Yes, he must be the party guaranteeing.

6413. And the party you deal with?—Yes.

6414. Mr. *Hayter.*] The landlord is a person, who, on the occasion of a change of lease, is represented by the tenant incoming upon the old tenant?—Yes.

6415. It is in fact between the landlord and the outgoing tenant?—Yes.

6416. And it is in that state of circumstances you are asked whether you have considered the mode by which those compensations can be practically worked out; you are not understood to say that you have?—No.

6417. But you have some general notion that the right may be worked out pretty beneficially by means of arbitration?—I have no doubt of it.

6418. Mr. *T. Egerton.*] Does your arbitration apply to the termination of a lease, or during the time the improvements are taking place. You were understood to say, that arbitration was to settle the matter between the landlord and tenant?—Yes.

6419. Do you apply that to both the power and extent of carrying out improvements?—Yes.

6420. That is to say, if a tenant says, I wish to lay out a large sum upon lime or ashes in burning a considerable part of my land, would you give the landlord the power of saying, "You shall not carry it out to such an extent"? —No, but I would not pay that tenant for more than was thought necessary by competent persons.

6421. Then, according to that, every time that a tenant wished to carry out an improvement an arbitration must take place at once between him and his landlord?—No, I would allow the tenant to go on and do as he pleased to the end of his term, then I would have proper parties called in to say what compensation he ought to receive.

6422. Mr. *Hayter.*] That would be a compensation with reference to the improvement that the land had actually received?—Yes.

6423. Not a compensation having reference to the quantity of money he had expended, but whether it had been expended beneficially?—Yes.

6424. Mr. *T. Egerton.*] How would an arbitrator know the state of the farm when the tenant entered upon it?—I think it would be taken generally some account of; the landlord or the agent would take some account of it, and generally the neighbours would know the state of the farm when it was taken; every one can see the improvement I have made for years, they all know it, and the increase of produce and various things.

6425. Should the arbitration have regard to the amount you have laid out upon the farm, or the increased value of the farm at the termination of the tenancy?—He should look at it in both ways. I fancy of course the arbitrator would hear the evidence from the tenant upon the increased value of the farm, and from the landlord's agent; he would hear all the evidence upon both sides, and judge accordingly.

6426. Mr. *Bouverie.*] If you laid out a pound, and that pound increased the value of the land a pound a year an acre, are you to be paid the amount which you have laid out, or the amount of improvement so many years' purchase when you quit?—I should say the principle would be the general improvement upon the farm, not of any one particular portion, but if you laid out a certain portion in bones, and that may be beneficially done, so that the poorest grass land may be made superior by laying out 5 *l.* an acre in bones, but the first and second years the improvement is scarcely visible; in fact it does not do any good the first year; the longer period the bones are upon the land the better the advantage is, therefore it should be extended over a period of years.

6427. Do you think the landlord ought to be paid upon the cost of putting in the improvement, or upon the increased value that the improvement has given to the land; that is, on what principle is the arbitrator to go?—Upon the first principle.

6428. The cost?—Yes, the cost.

6429. Mr. *T. Egerton.*] Then you would to a certain degree qualify the answer given before, that the arbitrators are to judge of the increased value of the farm?—Yes.

6430. Mr. *Sotheron.*] Unless that cost is produced in improvement the difference of cost is not to be carried into account; if it has done good the cost is to be the basis of the calculation?—Yes; if a man laid out money injudiciously, I would not pay him for it.

6431. Mr. *T. Egerton.*] Supposing a person has laid out a sum of money judiciously, and he has been paid both principal and interest by the end of seven years for instance, then at the end of the ninth year would he be entitled to receive any compensation?—No, decidedly not.

6432. Although there might be an increasing value in the property?—No, I should say not; but what I want is for a man to receive the benefit of his outlay; if he has received that, then give him nothing; I should say you have got your compensation.

6433. Mr. *Sotheron.*] Suppose then, for instance, this improvement may have been drainage in the case suggested, do you at the end of nine years think that that drainage is as good as it was the first year; are the Committee to

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to understand no compensation ought to be given for that drainage in that case?—No, I should extend drainage to 10 years; it would be one-tenth each year.

6434. Take then the 11th year?—I should say at the end of 10 years he is fully compensated. I have done a large quantity, and it has repaid me every expense the first year in some instances; I have received benefit the first year. I have 10 bushels an acre more, and expended 3*l.* an acre in drainage; we did not then drain so deep as we do now; I have drained part of a field and left the other part undrained, and from that part drained I have got 10 bushels of wheat extra per acre the first year, which would repay me in that first year. I should say, generally speaking, if you go to the period of 10 years for underdraining it is quite sufficient.

6435. And the cost of the improvement is the basis of your calculation, and that is diminished by the number of years that the profitable use of it has been possessed by the tenant?—Certainly.

6436. Therefore at the end of the term of 11 years or 15 years, or whatever it may be, although the improvement may be just as valuable as it was the day it was put in, according to your principle there is to be no compensation?—No, there is no compensation required.

6437. Mr. *E. Denison.*] You are probably aware that in Lincolnshire and other parts where this tenant right for unexhausted improvement prevails, that is the principle upon which all the calculation are made?—I am not aware of the system in Lincolnshire.

6438. Are you not aware that that custom which prevails in that part of the country is generally satisfactory, as between outgoing and incoming tenants?—Yes, I have heard so; I am going into Lincolnshire this summer to see the different customs, being unacquainted with them.

6439. In answer to a question put to you, you said you thought that the tenant ought not to be allowed to enter upon a range of improvements without consultation with his landlord in the first instance?—Yes.

6440. And subsequently you gave an answer that qualified that right, because you said you would allow the tenant to carry on his farm according to his own judgment, and that a valuation should be made at the conclusion of the tenancy?—Perhaps I did not clearly express myself at the time.

6441. Do you think that it would be desirable that before improvements were made, communication should take place between the landlord and the tenant, and that the wish of the landlord should be consulted?—I think it would be perfectly right; if a tenant were to go and take a farm, he should say, I shall make such and such improvements; I expect to be remunerated if you part with me at any period, if I do not hold my farm sufficient time to remunerate me.

6442. Suppose there were to be some specific improvement in contemplation, that the tenant should say, I wish to lay out such a sum of money in drainage of such a land; supposing that the landlord should have a different opinion, and should dissent from it, then what course would you propose?—I should then allow the tenant to go on.

6443. Then if you would allow the tenant to go on, supposing the landlord dissented, there does not appear to be much use in consulting the landlord?—I do not think the landlords will generally object to it; they generally wish to see their estates improved.

6444. But what course do you think would be the course that should be the prevailing one?—I would give it in favour of the tenant if you get landlords of that description who would say, "I will let my farm so and so, and you may do little or nothing upon it; I do not care, so that I get my rent, whether the land is improved or not;" that would not answer the purpose aimed at, the improvement of the land, to employ the labourers, and the growing of a larger quantity of corn.

6445. The case has been put to you where excessive outlay has been made on the part of the tenant that has not answered its purpose; do you think excessive outlay of that kind on the part of the tenant would be ordinary cases or exceptional cases?—Exceptional cases, decidedly.

6446. The ordinary and general course would be that the tenant, looking at the probable occupation of his land, would not be likely to lay out more money than

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than he had a good idea would bring in its return?—Certainly you do now and then get an injudicious tenant, but generally speaking it is not the case.

6447. Such a tenant right for unexhausted improvements would be in your opinion a good thing for the tenant; do you not think it would be a good thing for the landlord also?—Yes, more so for him than for the tenant.

6448. Then those arrangements might be made perfectly well if both parties were agreeable, by agreement between the parties?—No, I think not; I do not think they would be likely to agree; I recommend arbitration.

6449. They might be?—Yes, they might be; it is possible to make them, but I do not think, generally speaking, they would do it.

6450. The question is, whether those arrangements might not be made by voluntary agreement, if both entertained the same views?—They may be.

6451. Then if they are beneficial both for landlord and tenant, how do you account for there being such an indisposition generally to enter into those arrangements?—The landlords, generally speaking, do not understand the thing.

6452. Then do you think there is a reasonable prospect of those agreements being arrived at without some interposition on the part of the Legislature?—Certainly not; there are a few country gentleman who are fond of farming, and seeing their estates well managed, but there are others who care nothing about it, they live in town half the year, and labourers are half starving on the estates for want of employment.

6453. The matters in dispute upon this point must be settled by valuers?—Yes, decidedly.

6454. Considering the state of the country at present, with regard to valuers, do you think such important matters would be left satisfactorily to the present class of valuers throughout the country?—Yes; I think in the different localities the valuers would be well selected, or otherwise, if Government were to appoint parties it might be more satisfactory in one sense, but to send a man down out of Kent to value in Worcestershire would be a difficult thing.

6455. Taking the class of local valuers at present, do you think that those enlarged and extensive matters of arbitration could be satisfactorily left to them?—Yes, decidedly, I do think so; I think there might be men found; many respectable men make a profession of it at the present day; if Government legislate upon the subject they ought to fix the terms upon which they should value, and what they should have.

6456. Do you think it would be possible to fix the terms for different points of improvement in a Bill, such terms as would answer for all counties and all soils?—Yes, I think it might be based upon a fixed and general principle, and that the arbitration should be left to the local valuers.

6457. Do you think that draining and artificial manures could be fixed by law as being equally valuable, that they should extend over the same number of years in all localities and under all circumstances?—I do not think the soil of England varies so much but what you might fix it; if you use a certain quantity of bones in one part of England, I see no reason why they should not be as beneficial, and remain as long in the soil as in any other part of England; I do not see why burnt soils should not be extended, nor why drainage should not be as beneficial in one part of England as another; of course, if you have local valuers, they would be enabled to make any little difference if there were any.

6458. That is the point; would you leave those matters to the arbitration of local valuers, or try and fix them by the Act?—I would leave them to the local valuers.

6459. You have said that your experience is very great in burnt soils?—Yes, I have laid out some hundreds in it.

6460. You have just said that you see no reason why the benefit of burnt soils should not prevail equally upon all strong lands, but have you not had experience that persons who have been sent by you to burn soils in other parts of the country have done so, and that very different results as to the benefit of it have arisen?—I think it depends entirely upon the soil that is burnt; on a very strong tenacious clay it would be very beneficial in all parts of England.

6461. If the benefit depends very much upon the sort of soil which is burnt, equal benefit could not be produced upon all soils?—No.

6462. Mr. *Bouverie.*] You have stated that you would not think of applying this

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this principle of tenant-right to existing agreements?—No, not where the lease is long. I do not see how you could interfere with long leases, there are very few in existence.

6463. What would you call a long lease?—Twenty-one years I call a long lease.

6464. For anything less than that you would apply this principle for existing agreements?—No; I do not mean to say that. I do not think you would find one-tenth of England, or Scotland either, under lease; taking England, and Scotland, and Wales, I am sure you will not find one-tenth under lease.

6465. It is more from year to year?—Yes, from year to year.

6466. Then would you make it obligatory upon all future agreements to have this tenant-right?—Yes.

6467. And would you have no power on the part of the tenant and landlords to agree that those statutory enactments should not apply?—Yes, it should be applied generally and made compulsory.

6468. So that if the landlord and tenant say, We do not wish to have this regulation as to our agreement, we would rather go on according to a fashion of our own, you would not allow them to do it?—No.

6469. Mr. *Newdegate.*] You have stated that the custom is very limited?—Yes, it is very limited.

6470. Who does the manure belong to?—The landlord, when the tenant leaves.

6471. Who does the off-going crop belong to?—The straw is left on the farm for the benefit of the succeeding tenant; generally speaking, that is the custom of the country.

6472. Then the custom extends to this, that the last crop belongs to the off-going tenant?—Yes, to the off-going tenant, unless there is some specific agreement.

6473. Does it apply to all grain?—It applies to all grain.

6474. Then what liberty has the tenant coming on with reference to entry for the purposes of valuing the land; does any custom of that kind exist?—No general principle is laid down; I have known estates very much injured; there is a great deal of glebe land where there are no buildings upon; for instance, take a glebe farm; whether it is from the clergyman being so poor, or what, I know not, but there have been cases where there have been no buildings upon the farm; the produce is taken to the man's own estate or the estate which he occupies adjoining to it; if that man dies the produce is all sold from that glebe land and there is no manure whatever to go back; I have known the crops sold by auction, and no manure for two years.

6475. That tends to the injury of the property?—Yes, that tends to the injury of the property; but if the tenant had had the power to erect buildings, by being paid for them, he would have gone on farming in the same way as with other land.

6476. Would it be satisfactory to the tenants generally if they had the same principle applied to buildings for agricultural purposes as is applied to the buildings for the purposes of trade, that they should have the power of removing them if the landlord declines to take them at a valuation?—Yes, decidedly so; but I think, generally speaking, there would be but little done in the way of buildings.

6477. Then generally the same principle that prevails with reference to buildings for trade would apply to agricultural buildings, and would be satisfactory?—No doubt of it.

6478. Are you aware that many landlords in Worcestershire are only tenants for life, and therefore cannot enter into voluntary agreements for giving compensation beyond their own lifetime as binding upon the estate?—Yes, I am.

6479. Do you conceive that if those landlords had the power to grant compensation they would in many cases avail themselves of it?—I do.

6480. That would be a facility of awarding compensation by voluntary agreement?—Yes.

6481. You stated that you would render the law you contemplated with reference to the extension of leases obligatory upon the landlord?—Yes.

6482. Would you require notice to be served upon him of the improvements which the tenant intends to make?—Yes, I think there ought to be consultation between the landlord and tenant.

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6483. Would you adduce that notice as evidence of the improvement having been made?—Yes, I would.

6484. Would you give the landlord power to refuse his assent to those proposed improvements?—No, I would not give him that power, certainly; it might be different as to making an unlimited thing; a landlord may fancy he is going to be put to an expense which he may not approve of: if a man is disposed to improve a farm, I would let him go on with it.

6485. How would you decide whether the improvement has been beneficial or not?—By arbitration.

6486. Would you refer the case to arbitration at the time the notice was served, or postpone it?—I would have an agreement that the tenant should give notice of what was required, and each party keep a copy of the agreement.

6487. The question contemplates a case in which the landlord has declined the improvement; you say you would make the compensation obligatory upon him?—Yes.

6488. What means would you take to decide whether that is an improvement for which the landlord ought to be made responsible, that is, whether the outlay be justifiable for the improvement of the land?—If it was not justifiable I would not give the tenant anything.

6489. How would you decide that?—That the arbitrator would be capable of doing.

6490. Then the arbitrator might be called in when the notice for improvement is agitated?—I do not see that exactly; I do not see that they will be required.

6491. How would you avoid that in case of a landlord determining not to consent to improvements?—That is a question; I suppose the landlord would not do so; I do not think a tenant, unless he had some security, would lay out anything; I think they would part.

6492. You propose by law to give him security?—Yes, I do.

6493. If you propose by law to give him security, must you not decide whether it is advisable that this should be laid out in the first instance, in case the landlord declines?—I think you would scarcely find a case where the landlord would decline anything reasonable.

6494. Cases may arise?—It is possible.

6495. You state that at present the custom of giving compensation does not prevail?—No.

6496. Therefore cases do arise?—Yes.

6497. Would not a compulsory power involve the tenure of land in perpetual reference to arbitration?—Probably it might.

6498. Would not it come to this, that the law would decide by empowering those arbitrators to decide on what conditions the land should be held, and that the owners of the property would cease to have any voice in its arrangement?—If you get very obstinate landlords, in some instances it may have that effect; I want to do away with the probability of being obliged to call in those arbitrators at great expense in the first instance, if I possibly could.

6499. Have you pointed out any means of doing that?—No, I have not.

6500. Sir *J. Trollope.*] Would not arbitrators be obliged to be called in still if you had an Act of Parliament, because you say you would do away with them?—In the first instance.

6501. If you make the tenant-right an obligatory thing by law, would not an arbitrator be called in in every case?—It is possible; but I would do away with it if I possibly could.

6502. Mr. *Newdegate.*] Your view of custom is, that it is more beneficial for a yearly tenant than in cases of tenure under lease?—Yes, exactly so.

6503. And you believe that it will render tenure by the year advantageous by reason of improvement?—No doubt, to a great extent.

6504. Does not this question divide itself into two classes, first, a compensation to the tenant for his outlay, securing him a proper interest and adequate profit, which is a matter of justice; and the second a question of improvement of agriculture generally, which is not a matter of strict justice to the tenant?—Just so.

6505. Do you not think that what the Legislature should contemplate is the question of justice only; you state there are two bases upon which the compensation

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sation should be ascertained, first, the outlay, including the interest of the capital, and an adequate profit?—Yes.

6506. And, secondly, the advantage of the general improvement of the farm?—Yes.

6507. The question then comes to this, do you not think that the interference of the Legislature should be confined to that which is a matter of justice only?—Justice and right, probably.

6508. If the question of improvement is to be contemplated by the Legislature for agricultural property, is there any reason why that principle should not be extended to trade?—No, I do not see why it should not.

6509. Mr. *Bouverie*.] Have you seen the Chairman's Bill?—Yes, I have.

6510. Have you considered its provisions?—Yes, and I approve of them very much.

Mr. *Henry Trethewy*, called in; and Examined.

Mr. *H. Trethewy.*

6511. *Chairman*.] YOU are Agent to Lord de Grey on his property in Bedfordshire?—Yes.

6512. Lord de Grey has thought it right to adopt the principle of tenant-right compensation to his tenants?—His Lordship has.

6513. Would you be so good as to state to the Committee what are the agreements which Lord de Grey has given to his tenantry?—Compensation is granted for unexhausted improvements, and it is divided into three heads, as well as I recollect, for drainage or for improvements of that description, and for others of a more lasting character, and for permanent improvements, such as buildings.

6514. Could you state to the Committee the particulars of those different heads of compensation?—I could not detail them, but I could give the principal, which I think are for drainage; we allow 10 or 12 years where the tenant finds tiles and labour; and for planting hedges and other such improvements we give 10 years; and for marling and artificial manure and those things, which are left rather as an open question, from two to four years; it depends in the marling upon the situation of the marl and the quantity required per acre; and for buildings we give 20 years.

6515. Is it long that this principle has been acted upon?—It has only been recently introduced.

6516. Were those terms which you proposed acceptable to the tenants?—Perfectly so.

6517. Do the tenants receive them in such a way as to show that they are disposed to improve the property?—I think so; in fact they have begun already to a certain extent.

6518. The tenants have begun to act upon that principle?—Yes; with drainage particularly; it has not been in force 12 months yet.

6519. Can you hand in to the Committee the precise agreement?—I have not got one with me.

6520. Could you furnish the Committee with one?—I could furnish the Committee with the principles of them.

6521. Is it your opinion that Lord de Grey incurs any risk as a landlord in granting those compensations?—I think not

6522. You think it is for the interest of the landlord to grant them?—Yes, I think it is for the interest of the landlord to grant them.

6523. Would you state why?—We have a great many improvements that the landlord is frequently called upon to effect, for which he derives no immediate benefit, and perhaps not until the expiration of the tenancy, or until the death of the tenant, and many of them would be effected by the tenant himself if he was sure he would have the full benefit and the advantages that arise to him from them.

6524. You seem then to think, that instead of a charge upon the landlords, it would be a pecuniary relief to them to grant a tenant-right?—I think it would be an advantage to the landlord.

6525. You think it would tend to relieve the landlords from inconvenient expenses during the continuance of the tenancy; do you think it would be of any injury to them at the close of the tenancy?—No, I think not.

6526. Do you think that although the incoming tenant might be called upon to

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to repay more than he would otherwise have to pay, that the better condition of the farm would in fact compensate the landlord for that claim?—I think the landlord should pay it himself, and then make arrangements with the incoming tenant.

6527. Do you think that the superior condition of the farm would render it easier for the landlord to find men of capital as tenants, than under the present system?—I think he would receive an increase of rent if those improvements are done with discretion; if they are really improvements.

6528. If a field is to be drained on a farm, do you require the tenant to consult you previously as to the mode of doing it?—I expect him to give me notice, and if he is a person upon whose judgment I can rely, I do not perhaps give myself the trouble to look at it, but if it comes from a person I do not know much of, I should feel it my duty to see that the farm was drained according to my views.

6529. With regard to marling, do you require a tenant to obtain your consent before he marls a field?—No, I leave it to the tenant's own judgment; I believe in the agreement it is stated he should give notice of all those things.

6530. Then according to the mere letter of the agreement, the tenant is required to give notice; is the landlord's consent necessary?—I do not require it, but I think the landlord's consent is required as far as the letter of the clause runs; he shall be entitled to those compensations subject to the following conditions, and I think the landlord is to have notice of it.

6531. Practically you think you may rely generally upon the judgment of the farmers as to such an operation as marling?—Practically I do.

6532. Have you considered that inasmuch as he incurs the risk of the outlay in the first instance, he would do it in a way to benefit the estate by benefiting himself?—Yes.

6533. It may be then concluded, as to the purchase of bones and cake, you would not require notice to the landlord?—No, if he claimed anything for them, the landlord would have to be satisfied that the tenant had expended the money upon them.

6534. Mr. *Newdegate.*] Do you think there is much prospect of Earl de Grey's example being followed?—I should hope there is; I think there is.

6535. You think there is sufficient reason for believing that the example of his Lordship will tend to the establishment of such a system in the neighbourhood where it is carried out now?—I think the system would recommend itself.

6536. You have seen very beneficial results from it already?—That has not been admitted, but it is in operation, and I believe such will be the result.

6537. How long has Lord de Grey adopted this system?—About 12 months.

6538. Does his Lordship provide all the buildings?—Yes.

6539. Does he join in the expense of drainage?—Yes, it has been the custom hitherto for his Lordship to find tiles and the tenant labour; it is a system that I think not so good.

6540. What is the present system, that Lord de Grey should undertake the whole expense of drainage?—That is the system I should recommend; the agreement provides for each case; in the event of Lord de Grey finding tiles they have five years, I think, for unexhausted improvements, but as an inducement to the tenant to find tiles and labour, and so relieve his Lordship of the tile for which he receives no compensation, I should give a longer period, say 12 years, if they held it as long, to induce the tenant to take the whole expense upon himself.

6541. From practical observation, how long a period do you think it generally requires to repay the expense of drainage upon the estate you are acquainted with?—It depends so very much upon the description and nature of the land, some land requires much more outlay than others.

6542. What is the present period in which the expense of drainage is returned?—I think, in some instances, perhaps, the tenant reaps the benefit of drainage in one or two crops; those are the exceptions; I should not say that as the general rule; I should say 8 to 12 years, and I think that is liberal.

6543. What is the longest period before the expiration of which a person is repaid in those soils for the expense of drainage?—I think I have seldom if ever seen any drainage of so very extensive a nature but that the tenant might repay himself in 12 years; there may be some exceptions: I do not know that I have ever witnessed any.

6544. Then you have adopted the 10 or 12 years as an extreme period?—Yes, as an extreme period.

6545. Was there any custom in the neighbourhood existing previously to the adoption of this system by Lord De Grey for compensation?—No, none that I have ever heard of.

6546. Does the dung belong to the farm?—I believe it is a rule that the tenant leaves the farm as he finds it; the agreements would make the dung belong to the landlord.

6547. And that agreement is confirmed by the custom?—No, I think not, but I think the custom is (but I have not been long residing in Bedforshire) that as the tenant finds the farm so he leaves it; if the dung and the straw were valued to him as the property of his predecessor, he would be entitled to receive compensation from the incoming tenant by valuation; I believe that to be the custom of the country.

6548. Then the custom does not extend beyond this?—I believe there are few such cases. I believe that the dung and the straw has generally been bought up by the landlord, so that is now the landlord's property generally.

6549. Then the possession of the dung is not decided by custom?—Yes, it is decided by custom.

6550. As being the landlord's?—It is decided by custom, inasmuch as the tenant, if he bought it when he entered the farm, is entitled to be paid for it when he leaves it; but if the landlord bought it, or it was his previously, then the tenant has no compensation in the event of his leaving it: so that custom guides it.

6551. But only in cases where the practice of a particular property has established it?—I believe that is the custom generally; I do not speak of Lord De Grey's estate: I believe it is the custom generally.

6552. That the dung belongs to the property?—It belongs to the tenant if he purchased the dung when he entered; that the tenant leaves the estate as he finds it: I believe that to be the custom.

6552*. Do you recommend any compulsory system of legislation by which a plan similar to that adopted last year by Lord De Grey should be enforced upon landowners generally?—I think that the tenant farmer should have security for any unexhausted improvements he may have made.

6553. You have expressed your approval of the system adopted by Lord De Grey; should you recommend by law, that a similar system should be rendered binding on all landlords?—The details would not suit every estate; I should recommend the principle.

6554. How would you provide for that principle; would you constitute any tribunal to test the efficacy of the improvements, or to decide by arbitration, whether they should be made, and how far the landlords should become liable; that is, do you deem it advisable that any tribunal should be established, which by force of law should decide whether improvements should be made, and how far the landlord should become liable for them?—I should leave that as an open question; I cannot conceive how any tribunal could decide whether any improvements should be made.

6555. You think it would be carrying the operation of the law beyond its proper functions?—I think that practically the system may be laid down; that is, a general principle might be laid down, but the application or details of it must be carried out by other parties.

6556. Then you would leave the application of the details to some other persons?—Yes.

6557. Who would you appoint to decide them?—It must be left to valuers; I would take this opportunity of stating that I think it preferable that the terms of the agreements upon which those improvements are to be made should be settled beforehand by the landlord or his agent.

6558. Supposing the landlord declined to become liable for certain improvements upon the farm, such as drainage, do you think it advisable that the tenant should call in arbitrators or other parties, and that their award should bind the landlord to pay compensation for that improvement?—I think if the landlord objects to any improvements that the tenant would wish to do, it would not be fair for the tenant to persist in the face of the landlord; that would be taking the management of the property out of the landlord's hand; but I do not think that such a case is likely to occur; and if the tenant chooses to

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to do it, and he is a yearly tenant, the landlord may give him six months' notice, and then he could easily get rid of him.

6559. Your opinion is, that the result of such legislative interference would be that the landlord, if he objected, would give the tenant notice; speaking of permanent improvements, such as buildings and those things?—I think that in all those cases of permanent improvements where the landlord might eventually be called upon to refund a large portion of the expenses, it is only just and reasonable that he should be consulted beforehand.

6560. And if he had not an opportunity he would give the tenant notice?—I do not say he would.

6561. Do you think it is probable that he would?—I would not offer an opinion upon that.

6562. You think that that course is open to him?—No doubt; but I would not tie the tenant's hands so much for general farming.

6563. You think it is desirable to afford facilities for landlords granting and tenants recovering compensation for improvements which they have made by agreement and consent between themselves?—I think it is desirable to afford facilities for doing so.

6564. Mr. *E. Denison.*] Do you think it very desirable that capital should be laid out upon land?—Yes.

6565. Do you not think that everything which conduces to the outlay of capital upon land would be beneficial to the landlord as well as to the tenant?—No doubt of it

6566. Do you think there is any fear, in a general way, of an excessive and unreasonable outlay of capital being made on land, on the part of the tenants?—No, I do not think there is any fear of that whatever.

6567. Mr. *Sotheron.*] To what counties does the evidence which you have given with regard to the management of Lord De Grey's estate and the leases upon it apply?—Bedfordshire, Leicestershire, and Wiltshire.

Mr. *Joseph Darby,* called in; and Examined.

Mr. *J. Darby.*

6568. *Chairman.*] ARE you Secretary of the Martock Farmers' Club, in Somersetshire?—Yes, I am.

6569. Are you a farmer?—Yes, I am.

6570. To what extent do you farm?—To 195 acres.

6571. What is the usual time of entry upon farms in your part of Somersetshire?—Lady-day, generally.

6572. Does the tenant take the away-going crop?—The customs are very different in my neighbourhood as regards that. In some cases they do take the off-going crop; in some cases there are none.

6573. Are the tenancies generally from year to year, or on terms?—The principal part are from year to year; but in a great many instances they are for short terms, about seven years.

6574. What is the character of the land in your part of Somersetshire?—The character of the land in Martock, which is about 7,000 acres, and the land in the neighbourhood around there, is of a heavy sand and clay.

6575. Is it in want of improvement?—Yes, it is in want of improvement generally, in point of drainage and of good roads.

6576. What roads do you speak of; farm roads?—Yes, roads to the fields.

6577. Roads upon the farm?—Yes; but I should say that the fields are very scattered in that neighbourhood; the farms are not together.

6578. Is the want of roads upon those heavy land farms a serious injury to the farmers?—A very serious injury.

6579. Do you think it would be desirable to give power to the tenants to make roads, with the right of compensation?—Yes, I do.

6580. The present state of those farm roads you are understood to say is a serious injury to the occupiers of the land?—Yes, it is a serious injury; the farmers cannot get over them at all. In some cases, for six months out of the year, I have known in very wet weather; even with horses, I have known them scarcely able to get upon their farms.

6581. You say that drainage is very necessary there also?—Yes.

6582. Have you ever known the land in your neighbourhood suffer very much for the want of drainage?—Yes. Two years ago the average yield of wheat, owing to the want of drainage, as I have heard several farmers in the neighbourhood of Martock say, was 12 bushels an acre, which included the drained as well as undrained land, but in many instances where it was undrained it was not more than five bushels an acre. The land is considered excellent, and is rented at an average of 45 *s.* an acre or more.

6583. The farmers are puzzled sometimes to pay their rents, are they not?—It is not always the case; it depends upon the seasons.

6584. Do you think that if the land were thoroughly well drained, they would be completely free from this loss?—Yes, 40 bushels an acre has been, I believe, in a good dry season, a very frequent occurrence there.

6585. Do you know any case where the tenant-right principle has been adopted in your neighbourhood?—I know in one instance, the instance of Mr. Parsons, the steward of Lord Portman (although his land is not so heavy as the land I have been describing); I have it from his own mouth, that he has a long lease on tenant-right principles, and he is by far the most enterprising man in our neighbourhood.

6586. Has he greatly improved the land?—He has greatly improved it; some of his fields are approaching to garden cultivation; his farm is nearly all drained, and nearly all subsoiled.

6587. Are the farmers of your neighbourhood prevented from making these necessary improvements by the want of security for their capital?—Yes, my opinion is so.

6588. Do you know of any cases where they have made improvements, and then lost their outlay?—Yes, I do; I know of one instance which has occurred very recently, where a tenant farmer in the parish of Martock had drained 12 acres at his own expense, and within four years he was obliged to submit to an increase of his rent of 5 *s.* an acre.

6589. Can you state any other case to the Committee?—I know an instance in the neighbourhood of Chard, where a young man had his farm for about two years; he took it at Michaelmas 1845, and at the end of two years the estate fell into hand; and he had ploughed one field of 12 acres three times for wheat, and manured it, and he was obliged to give up that without any compensation, and all the manures upon his farm, and he would have been obliged to give up the manure in his yard, but by applying to his solicitor he saved that; his apples also for that year he was obliged to give up.

6590. But, generally speaking, the Committee are to understand you that there is great room for permanent improvement in your neighbourhood, and that the tenants cannot undertake to make those improvements unless they have security for their outlay?—Yes, that is my opinion. I know of one instance where the occupier of a very wet farm drained a field of three acres, and then asked his landlord to allow him the outlay. The landlord, after a great deal of hesitation, consented, but told the tenant at the same time that if he drained any more he would be forced to pay for it out of his own pocket. The tenant held his farm on a lease for seven years.

6591. Mr. *Newdegate.*] You say most of the land is held upon seven years' leases in your neighbourhood?—No, most part of it is held upon tenancies at will, but a considerable part in my neighbourhood is short leases of seven years.

6592. Do you see the land under short leases is better farmed than the land that is held at will?—I do not think it is, generally speaking; I have seen this with the short leases, that the farmers generally take the land at first in a very poor state; they try to put it into a better system of cultivation the first year or two, and then they take out of it the last year or two all that they have put in before, and so it is always returned into the hands of the landlord in a poor state of cultivation.

6593. It is your opinion that if the tenants had security for being repaid their outlay with proper interest and profit, that a yearly tenure would tend as much to good cultivation as a tenure by lease?—Yes, that is my opinion; with a proper tenant-right law, I think that they would generally improve; a tenant-right agreement would give them security to lay out their capital, and would be as well as leases.

6594. You mentioned one case of a property in which compensation was given?—Yes.

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6595. Do you think that the example of that landlord is likely to be followed in the neighbourhood?—I cannot say whether it is likely, it may not be generally known that such is the case. Mr. Parsons, the steward of Lord Portman, has a long lease, everyone knows that; he told me he had it on the tenant-right principle.

6596. Then that lease upon the tenant-right principle is of recent date?—I believe so.

6597. The fact is that the question of whether it is right and desirable to give compensation under agreements, has only lately been agitated in your county?—No; within the last two years I think it has been agitated mostly.

6598. Do you think that the principle is likely to be adopted by landlords, when they see the advantages that have accrued to Lord Portman?—I think it will be likely to be more general than at present. I heard a land agent say some time ago that he had adopted it in the neighbourhood of Taunton on some property.

6599. You mentioned one case in which a farmer was in danger of losing the capital he had invested, and he recovered it on applying to an attorney?—Yes; that is in the case of a young man where his farm fell into hand; he did lose all the manure that he had upon his farm, and he was in danger of losing the manure that was in his yard, but by applying to an attorney, the party that the land fell into hand to was not enabled to deprive him of it.

6600. Then as to that manure, was it by custom?—I do not know whether it was by custom or by law; it turned out to be his.

6601. It turned out to be his when the question was submitted to a lawyer?—Yes.

Mr. *William Barnes,* called in; and Examined.

r. *W. Barnes.*

6602. *Chairman.*] YOU reside at Staplehurst in Kent?—Yes.

6603. You have extensive practice as a valuer amongst farmers?—Yes.

6604. Are you also an occupier of land?—Yes.

6605. To what extent?—One thousand or 1,200 acres.

6606. What is the rate of compensation for improvements as between the outgoing and incoming tenant in your part of the weald of Kent?—We vary considerably in Kent.

6607. Explain to the Committee the different customs of compensation?—In the weald of Kent nearly everything is paid for. In the eastern part of Kent the custom is not quite so extensive; for instance, the dung is not paid for, it is the property of the landlord, and the tenant is paid for labour to it only; this difference does not exactly take place where the division of the county for other purposes is taken; I am speaking generally, there may be a few exceptions. We have another mode in what we term Mid Kent. In the weald of Kent, the payments made there to the outgoing tenant are for the underwood down to the stubb, the fallows, including rent and taxes and manures, and generally speaking half manures, but they are in some cases now being bought off by the landlords; hop poles, hay, straw, ploughings, seeds sown, dressings, young hops planted, seasons, and generally we pay for those things that we consider to be an improvement for the land, which the tenant incoming would derive the benefit of, such as stricking up land to let off the water, and if the hop land is also struck up, and laid up round, to take off the water, that is paid for too.

6608. Have you compensation for draining there?—Draining has been introduced into the weald but a few years; when I say introduced, I mean generally, a great deal has been done within the last seven years, and the question very frequently arises when we go to take a valuation, whether or not the outgoing tenant could claim for the drainage. I have had it disputed in many instances, and lost it, if the tenant did not pay for it upon entering, and had no agreement to be paid upon leaving; but if left to ourselves as valuers, we always charge the incoming tenant with it, and in doing so, if it be wood, we allow four years to run out; if one year is fallow, it goes over another; if one crop is taken, we give three-fourths of the outlay; and if two, half; if three, three-quarters; and if four, nothing is allowed.

6609. You are understood to say, that a valuer always does agree to allow for drainage if no objection is taken?—Invariably, we think it right to do so.

6610. If objection is taken, what happens then?—The outgoing tenant loses it unless he can show an agreement specifically pointing out that he shall be paid for it, or paid for it upon entering upon his farm.

6611. Is not that uncertainty rather a discouragement to the improvement of land?—Very great; a great deal of the weald of Kent requires it very much, as much as any part of England; it is not drained in consequence.

6612. Is there any other kind of improvement, such as chalking, in the weald of Kent?—No; I never saw a field chalked in the weald of Kent; we have several other little matters that are paid for; we have sometimes things done in preparing our grass lands for years to come; the seed is occasionally paid for in those cases, and also that which is sown with artificial grasses for the next year's crop, that is paid for; we have in general in the weald of Kent, I think, as much paid for as any part of England, in passing from tenant to tenant.

6613. Are you of opinion that draining would be extensively beneficial in the weald of Kent?—Yes, on arable land.

6614. Therefore would it be desirable that a tenant's claim for compensation on drainage should be rendered certain by law?—No question about it. I am often consulted about this matter; the tenants anxious to drain say, "Shall we be paid?" I say, "Show me your agreement," and if I find any provision absent, I say, "No; go and get an understanding with your landlord."

6615. Are you able practically to judge by its effect upon your own farm of the good effects of drainage?—Yes, I have drained a good deal of what I occupy.

6616. Have you increased the produce of your own farm by that?—Yes, decidedly, where I have under-drained.

6617. To what extent do you think you have increased the produce?—I should think the increase would be nearly one-third on the arable land, not on the grass land.

6618. Have you increased the corn crop by one-third?—Yes, I should think so.

6619. When land is drained in the weald of Kent, do you stock it with sheep, or is it too strong; that is, will it grow root crops, and can those root crops be fed off the land?—No, very little in the weald will admit of that.

6620. Not even after being drained?—No.

6621. Do you grow root crops?—Yes, and take them off.

6622. Though you cannot produce more mutton upon your farm, you could produce more beef?—Yes, and mutton too, because sheep are kept in the yards occasionally with us.

6623. You have increased, in consequence of draining your land, the growing of root crops; have you thereby increased the quantity of beef on your farm?—Decidedly.

6624. Can you say to what extent?—I think on my land a third more stock might be kept by root crops.

6625. On your large farm?—Yes.

6626. You say, in other parts of Kent there is no compensation?—It is not so extensive. I can point out in the weald a mode for paying for different things, different from other parts; for instance, hay passes from the outgoing to the incoming tenant at what is called a feed price, which is a mode that I have not met with in other districts, and I value in three or four counties. I have not met with that in other counties, though it prevails throughout the weald of Kent and Sussex; feed price is a price between what we may term the foddering and dung price, and sale price; that is to say, if it was worth 4 *l.* a ton, that would be 50 *s.*; the dung fallows in the same way: our dung is valued in the weald of Kent and Sussex in the same way, at a feeding price.

6627. Is the dung valued according to measure, or partly according to measure and partly according to quality;—Both; we always measure the dung, and make the best inquiries we can of what the dung is made of; if cake has been fed, we pay more than for manure made in the straw-yard.

6628. Then it is an encouragement to a tenant to keep up the condition of his land, and feed his beasts well, if that is considered in the quality of dung, and he gets a corresponding improvement in the price?—Our difference in price is not so great as the difference in the quality of the manure.

6629. As far as it goes it is so?—Yes, as far as it goes it is so.

6630. Should you not consider it a discouragement to the tenant if the dung all belonged to the landlord, whether made with oil-cake or water only, and all went to the incoming tenant for nothing?—It would.

6631. Must not that be a great inducement to a tenant to lower his farming in the last year of his tenancy?—It must; there is no question about it.

6632. Then if this system of compensation, as you have described it, were made more certain, would it tend to the encouragement of good farming generally?—Yes; I wish to be understood that that custom is dependent entirely upon whether the tenant can show he is entitled to the custom; we have many painful instances of the tenants taking farms without securing themselves at the first outset, and valuing them out with loss consequently.

6633. Can you state those cases to the Committee?—Yes.

6634. Give them without mentioning names?—I remember one case in particular; there was a fire upon the premises, the whole of the premises were burnt down except the farmhouse. The landlord built up what was absolutely necessary to go on with the farm, and left the tenant to do the other things; he did so, and shortly after he had notice to quit. I am speaking of cases coming under my own notice. I know many more; I was called upon to value him out, and he requested to be paid for the erection of the minor offices, which were built by the tenant's timber as well as by his labour. The garden was also laid out, and the fruit trees planted; a considerable expense it is well known will arise in filling up those small things in a farmyard and premises, none of which the steward would allow the outgoing tenant for.

6635. Mr. *Moody.*] That was because there was no special agreement?—Yes.

6636. There is no custom at all?—When I speak of the custom of the weald, I speak of the custom when the lease states that the tenant is to go out according to custom; it is very common, in our agreements, that the tenant should be allowed according to the custom of the country, but we do not consider him entitled to that unless he can show something by which he is entitled.

6637. Then it amounts to no custom except by agreement?—Just so.

6638. *Chairman.*] You say in this case it was a great hardship upon the tenant that he was not allowed for the buildings he put up?—Yes, and I asked the steward if he might take the materials which were quite detached; he said no, nor the fruit trees; he left the whole without any compensation.

6639. Could you mention some other case to the Committee?—I will give you another. I went from that farm to another; they were both in adjoining parishes; the one I shall mention now was a large occupation; the occupier had offended the landlord by some means, and very unexpectedly he had notice to quit; he had farmed exceedingly high, and done a considerable deal of draining, and planting, and so on; and I was called upon to do the valuation upon his leaving, and in none of the cases which were not strictly and closely provided for in the agreement could I get any allowance.

6640. What were the outlays for which this outgoing tenant obtained no compensation?—Such as drainage, filling up pits, grubbing hedges, and making new ones, making them straight where they were crooked, and planting fruit trees.

6641. Could you state any other case to the Committee?—Yes, I can state another very strong one: a person took a farm in my neighbourhood, and paid for everything at coming in; he even took the household furniture as well as the live and dead stock, and the agreement for holding was drawn up by a solicitor who perhaps was not acquainted with drawing up agricultural agreements, and he omitted to put in what he was to be allowed for upon leaving, and left it entirely silent, in fact. The gentleman whose property it was had a son grown up, and he was desirous of putting him in the farm, and gave notice accordingly. I received a letter from the proprietor to go and value such effects on the farm as he was bound to take; his son met me to give instructions; I went and called upon the tenant to produce his agreement; I read it over and said, "I do not find that you have any provision at all to be paid;" he said, "I took so and so, and here is my inventory;" I observed it was no use unless he could find an agreement from the landlord to be paid according to the custom. I referred to the young gentleman who was the son; I said, "Is your father willing you should pay according to the custom of the country?" he said, "I do not know; I have brought you that letter of instruction." I said, "I shall be very happy to do your father's business, but I cannot enter upon a valuation so unfair as that." I perceived the man going out had got the land in a good state, and prepared his fallows for wheat, and his manure was cast, the haystacks were in good order, and his underwood part ready to be cut. I said, "I cannot undertake this, I decline doing it, I would rather go back;" he said, "I have no authority but what I brought you;" I said, "I will do this one thing; I will go over the valuation according to the custom of the country as usual, and deal as between outgoing and incoming tenant, and send it to your father without his being bound to what I do; if he chooses to do it, it will be fair and right; it cannot be expected your father should wish you to go in this farm, the tenant preparing you fallows for wheat, and to leave you his underwood and other things." I sent my amount accompanied with a letter of recommendation. He refused to pay for it and abide by my valuation, and the result was that the outgoing tenant commenced an action to recover. His solicitor found he had no chance, I believe, and they gave up, he being paid for what he could move off, his hay stacks, and hop-poles, and so on. Though a small holding the tenant lost 200 *l.* all from the want of a well-established tenant right.

6642. You are understood to say that the lease did not state that the tenant was to hold contrary to the custom of the country, without compensation; but it was by mere silence of the lease as respects the custom of the country, which was an accidental silence, that the landlord deprived the tenant of the very claim to compensation for that which he had paid himself upon entry?—Yes, exactly so.

6643. What was the extent of that occupation?—About 130 or 140 acres.

6644. Was that a heavy loss to the tenant?—Yes.

6645. Then the Committee are to understand you, that though you have a custom of compensation, it is an uncertain custom; and you think it would be desirable that the Legislature should ratify the tenant's claim for well-considered improvements?—Yes, we think we have no custom unless there is something to give validity to it, some agreement of some kind; and if the agreement says we are to value according to custom, I should give them what the custom is.

6646. Mr. *Moody.*] With regard to this last case, you would not include in the tenant right, supposing the outgoing tenant had taken all his predecessor's stock, that then the incoming tenant should be bound to take the stock again, and so in respect to the furniture as well?—No.

6647. It seems to be a loss incurred by this man in that manner?—No, there was no loss in that; he could take it away. I did not ask for that to be taken.

6648. You mentioned that the incoming tenant took his stock and furniture, and the young man, when he came to take on the farm, would not take the stock or the furniture?—No, he would not pay for anything that could not be moved off.

6649. *Chairman.*] Can you state any other case of hardship to the Committee?—The other day I took a valuation upon a large estate, and it happened to be omitted that the tenant should be paid for under-draining; the steward was present, and he, himself the taker, refused to allow it.

6650. When you say the steward was the taker, what do you mean?—He is, besides an occupier, the steward to a large estate, and he occupies two or three farms, and he increases his occupation by this one.

6651. And the steward of the property is taking one of his employer's farms into his own occupation, and refuses to allow the tenant for drainage?—Yes, because it happened to be omitted in the agreement, which was produced by himself.

6652. In this case the compensation for drainage was omitted to be mentioned?—It was omitted to be mentioned in the lease.

6653. Did that tenant conceive he was entitled to compensation when he was draining?—Yes, decidedly.

6654. On what grounds?—Very many; in consequence of the great advantage of drainage, it is generally allowed; we very seldom find those who refuse to allow drainage, but it is a mere voluntary act of the parties, in the absence of an agreement to be paid, and none paid for on taking in consequence of none being done.

6655. Then it comes back to what you were understood to say before, that though there is a general expectation of compensation for drainage, and a general wish to establish the custom, that this custom of compensation is not sufficiently binding, but that if the incoming tenant refuses to pay, the outgoing tenant is unable to enforce his claim?—Decidedly so, without agreement, or having paid for it on entry.

6656. It is so far the custom, that the valuers for the outgoing and incoming tenant, if they are neither of them instructed by their clients to object, would on their own view allow the claims for compensation?—Yes, we make it a point to do so.

6657. If it is left for you to decide, acting on both sides, what should be paid for, you in your own judgment would allow compensation for drainage as being according to the custom?—I should.

6658. But then you were before understood to say that this custom is so far not binding, that if the incoming tenant objects to its being allowed, you have no power to enforce it?—Certainly not. I wish to be distinctly understood; when I use the term custom, I mean rather the mode of valuing, because I would observe, if the custom is not binding, it is not a custom at all; it is very common in our agreements that the tenant shall be valued out by the custom of the country.

6659. Mr. *Newdegate.*] You stated that the practice of drainage in the weald is rather of recent adoption?—It has not been adopted, except in hop land, till within the last few years.

6660. Are the tenures in the weald from year to year, or on lease?—Three out of four are yearly tenants, or holding under very short terms.

6661. Do you find that the custom is not more binding in the case of yearly tenants than in the case of leasehold tenants?—No, I think not.

6662. You state that there is no power of recovering, by process of common law, compensation under the custom, unless such compensation has been specified in the agreement?—I am not aware of any; we do not obtain it; I cannot say what the law would give: I do not profess to be a lawyer.

6663. You do not know any instances where that has been the case?—No.

6664. Most of the cases you cited were losses owing to the absence of specific clauses in the agreement giving compensation?—Yes.

6665. And those clauses have been omitted to be sought by the tenant, by neglect, or through ignorance?—You must understand that our tenantry, as a body, do not look at their agreements much; they have the agreements drawn, and they ask, "Is it right?" and they receive the answer, "Yes," and they sign it, and the thing is passed. The other day a man came to me, having given notice to leave, and he said, "I leave, I suppose, according to the custom, as I took it;" I said, "Let me see your agreement," and I read his agreement; I said, "Why did not you show this to some surveyor before you signed it?" he said, "I asked the lawyer if it was right, and he said it was, and I signed it:" the man had signed half his things away.

6666. Those cases of losses which you have cited must be exceptional, they are not of frequent occurrence?—It is too often the case.

6667. Then does this negligence of the tenant farmers prevail in the face of such losses as you have cited?—It does not occur twice. "I will take care," says the man, "when I take another farm, I will look at the lease, or get some one to look at it for me."

6668. Then surely it is the fault of the tenant if he signs an instrument which is inadequate or faulty?—I admit that; but the farmers in the weald of Kent and Sussex may not be such as you may be acquainted with, upon the whole.

6669. Are the tenants of Kent and Sussex so ignorant that it is necessary to pass a law to secure them against the faults of the agreements they have themselves entered into?—I think it is necessary to pass a law that they should be entitled to what is fair and right at leaving, without leaving it to their own judgment; looking to a great number of them.

6670. Do you think that the tenantry of those counties would admit that they are not competent to form their own agreements?—Several of them have told me so.

6671. Is the agriculture of Kent generally of a good description?—I am speaking of the weald of Kent and Sussex. I wish to be distinctly understood upon that point.

6672. Is the agriculture there far advanced?—It has been improving very considerably within the last few years.

6673. It has only improved recently?—Yes, until quite recently our roads were impassable in winter, with the exception of the turnpike roads; we used to take our wives behind us on our horses, and get along as well as we could upon a stone path the width of this table.

6674. The negligence of the tenantry, and the losses owing to the informality of the leases, do not prevail extensively except in those districts where you say agriculture is only progressive?—They do prevail more extensively than you may be aware of. We have difficulties very often in our valuations; and as a valuer, I should be exceedingly glad if those difficulties could be removed by some clearly defined mode.

6675. You want a clear mode for testing the right of the tenant and the validity of the agreement?—Yes.

6676. In short, you require some additional facilities for deciding matters in dispute, which arise under the different interpretation of agreements, and under the custom of the county?—We want some well-defined custom, and we should find no difficulty in applying it; I should find no difficulty in applying it; if, by the introduction of a Bill, a general mode could be pointed out, I am sure there would be no difficulty in bringing it to bear.

6677. The customs in other parts of Kent and Sussex are more defined, and more satisfactory, are they not?—The custom in the eastern part of Kent is not to pay for so much; the dung there is principally the property of the landlord; and there the land is of a better quality, very little fallow is done, and consequently very little is paid for; the hay is paid for pretty generally in the same way as in the weald.

6678. The custom then in the more improved district is less extensive; there are fewer payments, but it is more defined and more general in its operation?—Mid Kent is better cultivated than the weald of Kent, and things are paid for higher; hay, and straw, and dung at a market value, for instance.

6679. And there the custom is more certain?—There the custom is more certain; it does not embrace such a variety of things as the mode of cultivation in the weald of Kent requires.

6680. As far as your practice goes, the simpler the custom, that is, the less it involves the larger number of payments, the more easy is its application, and there is more certainty of recovery by the tenant under it?—It is easier and better understood. I should think the Bill under contemplation would be the greatest boon to the poorer districts, bringing them into cultivation, and giving the occupiers that spirit which is found in the better districts. In the better districts you find better and more affluent farmers; you cannot find any district anywhere where farmers of greater intelligence and more opulence exist than in Mid Kent.

6681. In short, the custom seems to have improved with the cultivation?—No, the land is so very different; in a good deal of Mid Kent the land is worth 50*s.* an acre, and in the weald some of it 10*s.* an acre is a high price for it; and then in the better lands the more opulent occupiers often become purchasers, or have a better opportunity of becoming tenants, and the lower class of farmers are generally found in those districts that I have named; in a poor country you generally find the poorer tenants; in good rich land you find a richer tenantry; the nature of things would produce that.

6682. Then which is the most extensive district, the East Kent, the Mid Kent, or the weald?—I should think the East Kent would be the largest. I am speaking of those divisions that we used to make use of to understand each other before the division took place of East and West Kent, for the Reform Act; it is quite distinct now. I am not to be understood in my remarks to apply to that division, but what we understand when speaking of the different parts of Kent.

6683. You use the term to explain the difference of custom as prevailing in those districts?—Of the different parts of Kent, as is generally understood by a Kentish man.

6684. Do you think that if landlords, who are tenants for life, had the power of entering into an agreement to give compensation, and the farmers know that agreements would be more generally made, that they would be more carefully looked after than they are at present?—Very many landlords reside afar off, and they do not understand these things, and the tenant says, "Will you let me drain and do other improvements, and pay me for it?" They say, "I do not know anything about it. I cannot say anything about it;" and it is put off from time to time, and the thing is not done. If the landlords lived on the spot, and saw the importance of it, there would be no difficulty about it; but they do not, many of them.

6685. But, after all, is not it the tenant's own fault in the weald of Kent if he does not recover, owing to his having become a party to an agreement that does not secure him the compensation that he seeks at last?—I admit it is his own fault; but I have described the character of the men; it will be found there are farmers in my neighbourhood, if you read any agreement they would not understand it; you could not make them understand it.

6686. Mr. *T. Egerton.*] When you are valuing, as you state, between the incoming and outgoing tenant, or as between them and the landlord, do you take into account any dilapidations?—We do, when we are permitted to apply the custom.

6687. You do take into account the dilapidations as to farm buildings?—Yes.

6688. And also as to acts of husbandry?—Yes, anything that we consider to be detrimental.

6689. *Chairman.*] You say that in Mid Kent the allowances are more favourable to the outgoing tenant than in East Kent?—Yes.

6690. And that Mid Kent is better farmed than East Kent?—A great part of Mid Kent is hop and fruit plantation. I do not say it is better farmed; it is different sort of land; there are not so many hops and fruit in East Kent as in Mid Kent.

6691. Supposing an incoming tenant made an agreement that he shall be paid for improvements when he quits the farm, according to the custom of the country, and that he drains upon that covenant, and supposing the incoming tenant, as you say he may do, refuses to take to the drainage, and denies the existence of the custom, what remedy has the outgoing tenant?—I think within the last three or four years we have generally understood each other, that we should consider the draining as embraced under the term custom of the country.

6692. You were understood to say you thought it was a custom that was not binding, and that if the incoming tenant refused to enter into it, he had the power of preventing its valuation by not sanctioning it?—Yes, if he gives a positive order to that effect; we do not take it if not paid for on entry.

6693. Then you are to be understood to say, that if the tenant makes an agreement that he shall be compensated according to the custom of the country, and on the faith of that agreement executes draining upon his land, that although he has done his best to secure himself the compensation, it is in the power of the incoming tenant to deny the existence of the custom, and to instruct his valuer not to allow compensation for draining to the outgoing tenant?—I have known several cases of that, and I have treated it in this way: I have asked the outgoing tenant to produce his old inventory, and if I found he had paid for it, I have considered that to be the custom upon that farm, and I have insisted upon its being paid; if not, I have given it up.

6694. Therefore, if an incoming tenant takes to an undrained farm, and drains it, under an agreement that he is to be compensated according to the custom of the country, still if his successor refuses to admit the custom, you, acting on his part, would have no power to enforce it?—I think not; I have lost it in several cases. There is some doubt about it; much depends upon the custom of the estate to which the farm belongs.

6695. You have lost the compensation for draining in several cases, though the outgoing tenant had executed the draining upon the faith of being compensated upon the custom of the country?—Yes.

6696. Mr. *Newdegate.*] You were understood to say that draining is a modern invention in this district, that it is generally accepted as a case of compensation under the custom?—Most generally, but not always.

6697. It is becoming so?—It is becoming so. The Chairman has put the question quite right in asking the question whether the farmer took to the undrained farm; it was the case in all the instances I refer to.

6698. *Chairman.*] And no farmer holding by agreement to be compensated by the custom of the country, can tell at this moment whether or not he will be allowed for draining?—I think not, if there were no draining when he took it, but if there were draining and he paid for it, I do not think it could be refused.

6699. The question was, the draining being a new practice, no tenant holding his farm under a condition of being compensated according to the custom of the country, can tell whether he will be compensated or not for the drainage, as he does not know whether his successor would be an awkward customer or not?—Yes, there might be some difficulty about it.

Mr. *W. Barnes.*

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6700. That is the state of uncertainty in which the farms in the weald of Kent at present are?—Yes, and that is the reason why a great deal more draining is not done.

6701. Mr. *Moody.*] It is daily growing into a custom independent of the law?—Yes; the importance of it is seen by so many individuals, and adopted by them. I have no doubt, in a short time, we shall get it established, as we have done our manures and other things.

6702. Those have grown into a custom simply from the manner?—Yes.

6703. *Chairman.*] Still you are understood to say that this state of uncertainty is a great discouragement to the Kentish farmer in draining his land?—Yes, it is; and I am sorry to say that a great many landlords to whom application is made, do not evince that disposition to encourage improvements which we could wish they would. There are causes, no doubt. Our tenantry are not in a position to undertake a great deal on their own account; it is highly necessary for the landlord to do the under-drainage, and charge a per-centage for it.

6704. Mr. *T. Egerton.*] No system of tenant-right would give that?—No, not in that case, but then it is so necessary to improve; the object of the tenant-right Bill is to improve the land, and I am pointing out something that may assist in effecting it.

6705. *Chairman.*] Although you think it desirable, where there are poor tenants, that the landlords should do it if they are not poor landlords also, are you of opinion that where the landlord does not find it desirable to make those improvements, it would be desirable to enable the tenant to do so?—Yes, most certainly; some land which is Church and hospital property is in that situation that it is all left to the tenants to improve; and many of them, in consequence of the insecurity of being paid for it, do not do it. I know one farm in particular in our parish, recently taken, where, if they could be fully secured, the parties taking it would go on with the drainage of it.

Lunæ, 22° *die Maii,* 1848.

MEMBERS PRESENT.

Mr. Tatton Egerton.	Mr. Newdegate.
Mr. Hayter.	Mr. Pusey.
Mr. Henley.	Mr. Sotheron.
Mr. Moody.	Sir John Trollope.

PHILIP PUSEY, Esq. in the Chair.

William Pinches, Esq., called in; and Examined.

W. Pinches, Esq.

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6706. *Chairman.*] YOU are a resident Landed Proprietor in Shropshire?—Yes, I am.

6707. You are also president of the Wenlock Farmers' Club?—I am.

6708. Have you turned your attention to the question of tenant-right?—I have, for many years.

6709. When is the period of entry upon farms in Shropshire?—On the 25th of March, invariably; never at Michaelmas; and from year to year, determinable by half year's notice, given on the 25th of the preceding September.

6710. Does the outgoing tenant receive any remuneration from his successor for any improvements he may have made upon the farm?—Never in that county.

6711. Nor for any artificial manure or food?—Never.

6712. In your opinion, is that a defective system?—Undoubtedly it is; it prevents the improvement of the land.

6713. In what way does it operate against the improvement of the land?—It makes the outgoing tenant very careful how he lays out anything during his last year's occupation; in fact, instead of keeping up the farm to the usual and customary

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customary cultivation, it deteriorates in value the few last years before he intends to leave it.

6714. Is land generally held for a term, or from year to year?—There are leases, and there are terms of years given; but, generally speaking, in Shropshire and Montgomeryshire, the tenancy is from year to year, a rack tenancy.

6715. In point of fact, do you, as a landed proprietor, see many improvements by which the productiveness of the land in Shropshire might be increased if the tenant had a greater security for the outlay of his capital?—Undoubtedly I do.

6716. You say you see many points in which the productiveness of the land might be increased by a freer outlay of capital; would you be so good as to state to the Committee in what respect you think it might be improved?—In many respects; the outgoing tenant would employ more labourers, and lay out more money in artificial manure; he would drain more extensively, and, in fact, would do all acts of husbandry more fearlessly and with less hesitation if a legislative enactment would protect him in the outlay, in the event of his quitting the farm. All farming operations he would set about with more earnestness, and they would be gone through with more determination than he could do prudently now.

6717. Does the land require draining in many parts of Shropshire?—Yes; what has not been already done requires doing almost throughout the whole county.

6718. Are you of opinion that farmers are deterred from the outlay of capital by the want of security?—Most decidedly.

6719. Is there any other evidence which you wish to lay before the Committee on the subject of tenant-right?—No other evidence, except in stating my opinion as to the absolute necessity of tenant-right in some shape or other; I see the want of it every day, although I suppose in the county of Salop we have as good landlords, I mean the large proprietors are as good landlords, as in any country. It is as safe to occupy a farm under them as under an enactment of this kind, if such an one passed; but I think, looking to the whole county generally, there are many cases where rack tenants are occupying farms where they cannot lay out money upon them; they are afraid to lay out money; my opinion is, generally, that if such an enactment as this were to pass, that more capital would be invested in agricultural pursuits: that is what we want; we want more capital invested in agricultural pursuits; we have so many poor farmers now, men who have no money.

6720. Mr. *Bouverie*.] Have improvements of the character you have referred to taken place under those good landlords, as compared with those who you say are not so good?—Yes; they go on more fearlessly in laying out their money, because they know their tenure is as safe almost as it can be. Certainly circumstances may arise in which they may be turned out of their farms; the question of game very often leads to notice passing between landlord and tenant, and in that case they would be no better off than anybody else.

6721. As a matter of fact, have improvements taken place on those large estates that have not taken place on the smaller ones?—They have more generally.

6722. Is that under agreement, or in reliance upon the owner of the land?—In reliance upon the owner of the land; their family having lived there for generations in the same tenancy.

6723. Mr. *Henley*.] Has the condition of the agriculture in your county improved within the last 30 years?—Decidedly it has improved.

6724. Has the improvement been progressive?—It has so.

6725. Does that extend generally over the whole county?—No, I cannot say it does.

6726. What proportion of your county has improved, and what has not, should you say?—Somewhere about a half, I should think. I cannot speak with any degree of certainty. I know the whole county tolerably well.

6727. You say that about half has improved; are the Committee to understand that that half has more improved than the other, or that the other has stood entirely still for the last 30 years?—Upon my word, there has been very little difference in that other part.

6728. You have said that some of the farmers are poor in your county?—Yes.

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6729. What proportion should you include under that description?—I should think I should include two-fifths certainly; but those are questions of course I could not answer minutely. I am speaking to the best of my impression.

6730. The two-fifths of the county being occupied by men with insufficient capital, probably that may have been some reason why the improvements have not taken place?—It may have been, certainly.

6731. Want of means is a very great impediment to spirited farming?—Certainly.

6732. And two-fifths of the county being occupied by men who under your notion would be called poor farmers, that may be some reason why they have not improved so much as their richer neighbours?—Certainly that would be one reason.

6733. Do you think that any legislative enactment should be retrospective as well as prospective in its operation?—I think not. I should be perfectly satisfied with it prospective.

6734. Do you think it ought to be voluntary or compulsory?—Compulsory.

6735. That neither party should have the power of excluding themselves from it?—That is my opinion.

6736. Are there many estates in your county held by persons having limited interest in them?—Yes, many.

6737. Would it be an improvement, do you think, if powers were given to persons having limited interests to bind their successors for a reasonable term?—Yes, I think so.

6738. And so to enable parties to give security to their tenants?—Yes.

6739. Could the security necessary to enable the tenant to lay out capital upon the land, be given by a fee-simple landlord willing to grant it?—It is not given by him.

6740. The question is, whether in your judgment it could be given; that is, could a fee-simple landlord, disposed to give security, give that security to the tenant, in your judgment?—He might now by agreement do it; by special agreement.

6741. Can you point out any advantage which there would be by that being done by law instead of by agreement, both parties being willing to make an agreement?—The one would be only optional with the parties, and the other would be compulsory.

6742. If both parties agreed, would there be any difference?—It would be one and the same thing, if both agreed that the tenant should be remunerated for any outlay of capital that he might not have reaped the benefit of at the termination of his occupation.

6743. Is land let generally on lease in Shropshire?—No, generally rack tenancy; I think there are few leases; they are chiefly rack tenancy, and chiefly living under those gentlemen I have alluded to, who are what we call excellent landlords.

6744. Speaking generally, a large portion of the county of Salop is held at will, and has been greatly improved in the last 30 years?—That is the portion that has not been so much improved.

6745. The portion that is held at will; what portion is not held at will then?—That portion that is held at will under rack tenancy is the least improved.

6746. Without reference to the landlords?—The landlords I have alluded to make a great difference; tenants are more fearless in laying out their capital living under those landlords.

6747. You were understood to say, that a large portion of the county of Shropshire was held under excellent landlords, and that the tenants had improved their farms considerably?—Yes.

6748. And also you were understood to say, that a large portion, one-half the county, had been very much improved within your memory?—Yes, it has certainly.

6749. All that has taken place without any legislative interference?—Yes.

6750. Are those poor tenants, generally speaking, under the good landlords or under the bad ones?—Under the bad ones.

6751. Therefore this state of things results in this, that where the tenantry are

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are men of capital, holding under good landlords, the country has been improved without legislative interference?—Undoubtedly it has.

6752. And that a considerable portion of the residue is held by men of small capital, and they have no security, and that is where there are no improvements? —A great deal of it is held by men of capital, but they are afraid to lay it out; they do not feel their tenure secure enough to justify, in justice to their family, the laying out of their money in improving their land to any extent; that is, they will not do drainage or other permanent improvements.

6753. What operations do you confine your remarks to?—Those under the head of permanent improvements.

6754. You spoke in the early part of your examination of the general cultivation and employment of labour; what do you include under those heads?—I include the removal and shifting of fences, and the straightening of fences, and the drainage of the land; I do not know that there are many other improvements which I could put under the head of permanent improvements, except buildings and things of that kind, putting up any buildings that are necessary.

6755. You do not mean these observations to apply to the ordinary acts of husbandry necessary for clean cultivation?—They are acts of husbandry, and very necessary before you can call a farm in a well cultivated state.

6756. But you do not mean the term general cultivation to apply to the ordinary acts of husbandry necessary to keep a farm clean?—No.

6757. Is artificial manure much used in Shropshire?—Yes, it has been more generally used during the last eight or ten years; since the introduction of guano it has been used more extensively.

6758. Is artificial food much used in Shropshire?—A good deal of linseed and oil-cake are used.

6759. That has been probably increasing in use within the last 10 or 15 years?—It has considerably till within the last year, when it has been so dear as to be out of the reach of an inland county like Shropshire, where the carriage comes so expensive; it has not been so much used during the last two years as before.

6760. Up to that time it was increasing?—Yes, and will again if the price becomes moderate.

6761. It does not pay at a high price, but it does at a moderate price?—Yes.

6762. There is no other reason why it has been discontinued?—No, none but that.

6763. Is lime used in your county?—Yes, a great deal of it is made.

6764. What period of time should lime be thrown over; that is, how many years should the incoming tenant be made to pay for lime used by the outgoing tenant?—Not more than two years, I think.

6765. What would be your judgment upon the subject of guano?—I should think four years.

6766. You would put guano at four years, and lime at two?—Yes, but then the fourth year would be at a considerable decrease.

6767. That would be your judgment?—Yes.

6768. What would be your judgment with regard to oil-cake used as artificial food?—I should put that upon the same footing as guano generally.

6769. You would throw that over four years?—Yes.

6770. Has this subject occupied your attention for some time?—It has certainly.

6771. The Committee may take this opinion as your considered and decided opinion upon this matter?—Yes; I have not been in the habit of feeding myself much upon oil-cake and linseed, but of course I have had opportunities of judging of these things, and being brought up to farming from my infancy I can form a good idea of the application and importance of them.

6772. And that would be your judgment of them, having considered them?—Yes.

6773. What period of time should the expense of draining be thrown over on arable land?—It depends upon how it is done; if it is done in the best manner, I should say 30 years.

6774. What would be your judgment in regard to fences; over how many years should that cost be thrown?—That is a very difficult question to answer; I should think it should be spread over 20 years.

6775. What is the principle upon which you calculate those things?—Upon the expense attending them in the first instance, and upon the period which the party doing them would be remunerated for his outlay.

6776. That is to say, interest for his money?—Yes.

6777. Fair trading profit?—Yes.

6778. And a sinking fund to reimburse his capital?—Yes, that is the principle upon which I have answered those questions.

6779. And considering this as the ground upon which the calculation ought to be made, is it still your opinion that, upon arable land, the cost of drainage would not be repaired in less than 30 years?—I do not think it would if done in the best manner.

6780. What is your notion of the best manner of doing it?—My idea of the best manner of doing it is that you should have a duct for the water, by means of a pipe, or a tile, with a sole under it, and put a foot or 14 inches of stone upon it; that I consider the best method of draining.

6781. And about what cost does it come to per acre?—I do not think it could be done for much less than 10 *l.* an acre, including cartage and all, if the stone lies at any distance.

6782. Mr. *Bouverie.*] How many drains, and what distance apart do you calculate for?—Three feet deep, and eight yards apart.

6783. Mr. *Henley.*] That 10 *l.* an acre you think would not be repaid upon arable land in less than 30 years?—No, I should not think it would if the tenant had to do it all.

6784. Do you make any difference in your calculation upon good land or poor land?—Yes; generally speaking the stiff clay soils require more drainage, and they do not repay so soon as the better sort of land.

6785. To what species of land do you mean 30 years to apply?—I meant it should apply generally to all land.

6786. To land that is worth 10 *s* an acre, and land worth 40 *s.* an acre?—We have not that difference in Shropshire.

6787. You have no land so high?—No; a very little so high of arable land, except in certain localities.

6788. Some poor clays are worth very little, whilst the rich loams are worth a great deal more for arable purposes?—Yes.

6789. Perhaps as much as the previous question premised?—No.

6790. You speak of land in Shropshire?—Where it is adjacent to a town, and its situation is advantageous, of course we have land worth more; I speak generally.

6791. Mr. *Bouverie.*] Do you occupy any land besides your own?—None but my own; I occupy 400 acres of my own.

6792. Mr. *Sotheron.*] What is the tenant-right which you would have enacted by law?—It is, in a few words, an enactment that would secure the tenant farmer, upon the quitting of his occupation, for the outlay of any capital which he had not had time to receive the benefit of during the time of his tenure.

6793. In what manner would you estimate that?—I would estimate it according to the work done; according to the nature of the acts of agriculture which would call for it.

6794. Would you estimate it by the number of years that have elapsed since it was done?—Yes, I would, according to the nature of the operation.

6795. Would you estimate it by the value to the incoming tenant from the time he came into possession?—I think that the outgoing tenant should be remunerated by some party, and if he was remunerated by the incoming tenant it would be the same thing as if the landlord did it; it does not matter how it is done, but he ought to be remunerated, and without that we cannot have good cultivation of the soil.

6796. There are two modes: one fixing the number of years that have elapsed since the improvement has been made, and the other is by estimating the value of the thing, whatever may have been the number of years elapsed at the time; upon which of those two ways do you think the principle should proceed?—The latter one.

6797. Of the value to the tenant?—Yes, of the value to the incoming tenant or to the landlord; the landlord is enabled to set his farm upon more advantageous

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tageous terms if it be in good condition than he can if it be in bad condition; there are many cases, I know of numberless cases, where a landlord is obliged to set the farm at reduced rent for three years before he brings it to the rent of the last occupier, owing to the bad condition at the time he set it.

6798. Suppose the case of a tenant expending 100 *l.* in erecting a shed, and he erects it substantially, and he occupies the farm for 20 years, at the end of those 20 years the shed is nearly as valuable as when erected; would you consider it right that he should receive for tenant-right the value of the shed at the time, or would you say a certain sum ought to be deducted from the 100 *l.* for every year?—Certainly, that is the way; there should be a sum deducted for the benefit he had received for the 20 years it had been erected, though it may be as good at the end of the 20 years at it was at first; that is, he ought not to be allowed the full value that shed cost him in the erection.

6799. Should he be allowed the full value that that shed would be to the incoming tenant?—It is not as good, and cannot possibly be as good as when it was erected.

6800. Suppose it is worth 90 *l.*, should he be allowed 90 *l.*, or should 5 *l.* a year be taken off from the time it was erected?—A certain portion should be taken off for the benefit derived from the time of erecting it; I am not prepared to say what proportion would be a fair sum at the end of 20 years.

6801. You approve of that which is the principle of the honourable Chairman's Bill, that there should be some deduction for every year of additional occupation after the improvement has been made?—Yes, most certainly.

6802. Mr. *Newdegate*.] Have you drained much land?—Yes, a great deal of land; most of my property.

6803. Have you found the outlay generally average 10 *l.* an acre?—No, much less on an average; I am speaking of draining three feet deep, eight yards apart, and putting a water-way at the bottom of the drain, and a quantity of stone at the top, which has to be hauled perhaps a mile to get it to the place, and then it has cost me 10 *l.*; that has been the maximum.

6804. Have you found a great increase of produce in consequence?—Undoubtedly, I find the benefit of it.

6805. To what extent do you think the increased produce has been, to one-fourth, or one-fifth, or one-third, or in what proportion?—Upon a great deal of the land I have found it to be threefold, where there have been springs, which have completely made the land barren, where you could not get horses upon it to cultivate it as you ought to do without draining in the first instance.

6806. Did you find that effect upon the first crop or the second crop?—We found it to have its effect after the first dry summer after the operation is completed; no draining acts well until we have had a thoroughly dry summer over it, and then it acts as well as it ever will do.

6807. Taking the usual run of summers, one summer out of two perhaps would bring the draining into full operation?—Yes, I think so; such a summer as last was, certainly.

6808. That would bring you one wheat crop, and in that case you say the increase would be nearly threefold?—Yes, where there have been springs.

6809. In the case of wheat crop of threefold increase that would be almost equal to the first cost of the drainage?—Yes.

6810. Then the capital would be returned after that crop, after the first crop, when the drainage had full effect?—In those situations where there are springs, upon those portions of a field where the spring breaks out, at the top it may have that effect.

6811. And those are the cases where the draining wants the most expensive manner of laying?—They are much about the same.

6812. Then the subsequent crop to this, when the capital would be repaid, would remunerate the person who drained entirely, giving him also full and adequate benefit?—I do not mean the Committee to understand that one crop would repay for the drainage of this land at all.

6813. Not if the increase was threefold?—No.

6814. You stated that in some instances the increase of the crop was threefold?—Certainly the value of the land was increased threefold. I did not say the increase of the crop, but the value of the land by the operation of draining in certain localities.

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6815. The value of the land is increased owing to the increase of this productive power?—Yes, clearly.

6816. And the evidence of this productive power has been the threefold increase of the crop?—Yes, in those particular places.

6817. And the threefold increase of the crop would, in cases of wheat crop, most likely repay the outlay of drainage?—You would not find it so if you came to calculations; at the low price of wheat, it would not recompense you for drainage at 10 *l.* an acre.

6818. Sir *J. Trollope.*] Have you never known a crop of wheat worth 10 *l.* an acre?—Yes.

6819. Mr. *Sotheron.*] You mean after deducting the expenses it would not pay at 10 *l.* an acre?—Yes.

6820. Mr. *Newdegate.*] Supposing you had land that would not grow wheat, and that you made it grow wheat, that would produce a difference by its improvement of three times its value?—Yes.

6821. If that only grew twitch and grass before, and then it became available for wheat, that land would be three times as valuable?—Yes.

6822. And that was the basis of your evidence?—Yes; the land would be three times as valuable in some certain instances, but not speaking generally. I spoke only of bogs and decidedly unsound places, owing to springs.

6823. Taking the case you put where the drainage was extremely needed, in such a case as that would not two wheat crops be at least equivalent to the expense of draining and for the profits to be allowed to be for the improvement, considering that the land would not produce wheat before?—I am speaking of portions of fields that you could not use in that way before. We know that the growth is much less where land is unsound than where it is drained; in those cases we have very little return. When we drain those places we make them the best land; if you get the wet from it, it becomes the most productive land.

6824. Take the case where it was not worth while to grow wheat, and where it became worth while to grow wheat after the land was drained, you are asked whether two crops of wheat would not repay the outlay for drainage, with profit to the person who drains?—Not if you deduct the expenses attending the growth of that crop of wheat; then I do not think it would.

6825. Taking the increase at threefold, perhaps three crops would do it?—But those crops will not follow each other in succession.

6826. Taking three crops, they would be spread over a period of 12 years, without counting the intervening crops that might be applied to the land in the interim; would then this threefold produce of wheat for three successive crops, without counting the increased produce of other kinds, repay the outlay for draining that land with a profit?—I do not think it would be so in all cases in my neighbourhood.

Mr. *John Jephson Rowley*, called in; and Examined.

Mr. *J. J. Rowley*.

6827. *Chairman.*] YOU are a Tenant Farmer near Mansfield?—I am.

6228. Are you acquainted with Derbyshire?—Yes.

6829. What is the usual time of entry in Derbyshire?—Always at Lady-day. I am not aware that there is any deviation from that rule.

6830. Has the out-going tenant an away-going crop?—He has not in the county of Derby.

6831. What payments are made by the incoming tenant to his predecessor?—Those payments are generally regulated by the restrictions and covenants under which the generality of tenant farmers live.

6832. Then it is seldom by custom?—Seldom by custom.

6833. Is there any compensation to outgoing tenants for improvements they have made in the farm?—They are extremely limited in most cases; there is an allowance for bones unexpended, and for other kinds of tillages, such as guano and rape dust.

6834. Is there any compensation for drainage?—Generally speaking, there is no compensation for draining; the tenant by his conditions is not allowed compensation for draining, but in most cases the landlord finds the tiles.

6835. Is there any improvement made in buildings by the tenant farmers?—Yes, there are considerable improvements made by the tenant farmers.

6836. Have they any compensation for that?—I believe not.

6837. Are you of opinion that if the tenant farmers had more security for their capital they would increase the produce of their farms?—I am quite sure they would be able to do so.

6838. In what respect do you think improvements could be made?—I think the want of tenant right is most injurious, by the admission of men of slender capital to the occupancy of farms, prohibiting them from, in a great degree, applying sufficient capital for the improvement of the soil.

6839. Are there any other points you wish to mention to the Committee?—In many cases where tenants are living under conditions, the whole of the manure made upon the farm is generally taken away from him and given to his successor; I have noticed some cases during the last spring where tenants leaving farms have left unconsumed the whole of their hay and straw too, so that there has been no manure made upon the farm for the preceding winter.

6840. Where the manure belongs to the incoming tenant, or, what is the same thing, where it belongs to the landlord, the outgoing tenant, you say, has no interest in making good manures for his successor?—None.

6841. Is that, in your opinion, a discouragement to good farming?—A heavy discouragement and a serious injury to a farm and to the future crops.

6842. Is there much room for improvement in the farming of Derbyshire?—Yes, there is great room for improvement.

6843. You have no doubt that an increased application of capital would increase the produce of the soil in Derbyshire?—I have no doubt of it; capital alone seems to be wanting.

6844. In what way do you think capital could be laid out advantageously in Derbyshire, speaking of the particular modes of outlay which, in your opinion, would be advantageous on the farms in Derbyshire?—Chiefly by drainage, and by the erection of substantial farm buildings with feeding sheds.

6845. Sir *J. Trollope.*] You say manure is left behind on the farms of Derbyshire, made of the hay and straw; is there nothing paid for the hay by the incoming tenant when it is left behind?—Yes.

6846. Is not it taken at a consumable price?—It is taken by the award of the arbitrator, subject to the tonnage upon the farm, that could not be consumed off the premises.

6847. But it is allowed for at a price for consumption on the farm?—Yes.

6848. Which is a lower price than if sold off?—

6849. Could the tenant, if he were keeping the farm, have sold that hay and straw off the farm, if he wished?—No.

6850. Then would there be any loss by leaving it behind, if he was paid for it at a consumable price?—It would appear not to be a loss; there is a difference between the consumable price and the market price.

6851. You state that the obstruction to good cultivation seems to be from the slender capital of tenants who take the farms frequently?—Yes.

6852. Supposing there were a heavy outlay for tenant right to be paid to the outgoing tenant, would not the slender capital be still less left for the cultivation of the farm?—Yes, it would appear so. Still I do not see that the old tenant should be prevented of his right to benefit the successor; but if there were a small class of tenantry in that district, they would still have a less capital now than they require.

6853. It would require more capital; where would that capital come from if they have not enough now, as it is for the purpose of taking the farm?—There would be candidates for farms possessing more capital than there are at present.

6854. Are the farms small in that district you have spoken of?—They will vary from 50 to 300 acres.

6855. Those are usually considered in many districts of England but small farms?—Yes; but small farms.

6856. The class of people generally who are competitors for those farms are almost invariably people of very slender means, are they not?—Perhaps in the applications for the small class of farms they are; it is not the case precisely in the larger farms.

6857. Are they dairy farms or arable?—On the magnesian limestone there is a large district of arable land; and in many parts of the country there are considerable dairy farms.

6858. On that limestone you do not require drainage?—No.

6859. What is the land requiring drainage, pasture or arable?—Both.

6860. Are tiles used in that district?—Yes.

6861. Does the landlord ever find them?—Yes, generally.

6862. The tenant does the labour and the haulage?—Yes.

6863. How long ought he to be paid for that, after the drainage is done?—In most of the conditions and covenants on which tenant farmers are living, I believe seven years are allowed.

6864. Is not that a discretionary allowance?—Yes; it is not the general rule.

6865. In some cases they allow nothing?—In some cases nothing is allowed.

6866. You say that people are frequently allowed seven years?—That is partly dependent upon the conditions.

6867. And partly upon the workmanship?—I think in some of the conditions under which tenant farmers occupy, that no compensation is allowed for drainage.

6868. Where the tenants find the tiles and do the labour, you allow a per centage upon the cost?—I believe they generally do it without any charge whatever.

6869. Have you allowances for artificial manure?—No.

6870. Nor for cake?—No.

6871. Nor for guano?—Yes, there is an allowance for that; that has been lately introduced, and has not been used to any extent upon the turnip farms of the neighbourhood.

6872. Do you mean that the manure has been lately introduced, or that a plan of an allowance for it has been lately introduced?—Both.

6873. Has there been an allowance for lime lately?—There is a small allowance for lime; I am not able to say to what extent.

6874. Then without a legislative tenant right, new systems of allowances have grown into custom within your district; that is guano, for instance, which is a new manure altogether. The question is, whether allowances have not been lately introduced which formerly did not exist, without any legislative tenant right and without any compulsion upon the subject?—I think I stated in the former part of my evidence that usages of the tenant farmers were generally dependent upon the covenants, and I am not aware that there has been anything new introduced with regard to guano.

6875. Guano is allowed for?—I think guano would be allowed for; it is a thing that is very little used, the principal tillage being rape dust and bone dust.

6876. Mr. *Henley.*] And which they are allowed for?—Yes.

6877. Sir *J. Trollope.*] How long are they allowed for?—It depends upon the size of the bones. I think the half-inch drill bones extend over a period of six years; it may vary according to the conditions. I think that is generally about the number of years it does extend over.

6878. What is your course of husbandry; is it four course or six course?—It is generally about a fifth course.

6879. A five years' course?—Yes, upon the turnip farms.

6880. Is it general to let farms upon covenants to tenants-at-will in your neighbourhood?—Generally.

6881. Would not those covenants be all invalidated if an Act of Parliament passed giving those rights to tenants; would not an Act break through the whole of those covenants?—That would depend upon the nature of the Act of Parliament itself, I think, so far as that any Act of Parliament that may be passed would be strictly inoperative in my part of the country.

6882. Till the termination of those covenants, that is, the covenants that now exist?—I am not speaking of leases, only the restrictions under which the tenant farmers are farming the land.

6883. They are covenants for management?—Yes, but not for years.

6884. Are not the allowances that tenants are to take on leaving their farms recited in those covenants?—Yes.

6885. The question then is, whether those covenants would not be broken through by any Act passing at this moment on the subject?—Do you allude to the Act of Parliament commonly called Mr. Pusey's Bill?

6886. The

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6886. The Chairman of this Committee's Bill?—If I understand that Bill rightly, it tolerates the special covenants and conditions in the letting of farms; therefore, so far as my part of the country is concerned, that Bill will be inoperative.

6887. And would not break through any of those conditions and covenants?—No.

6888. *Chairman.*] You say the Bill that has been mentioned would be inoperative, because it is not of a compulsory nature?—If I understand it rightly, it tolerates or rather permits special agreements and covenants between landlord and tenant.

6889. Your objection to the Bill is understood to be this, that it is not compulsory?—Yes.

Mr. *Stephen Gibbons*, called in; and Examined.

Mr. *S. Gibbons.*

6890. *Chairman.*] YOU are the Agent of Lord Yarborough for his property in the Isle of Wight?—I am.

6891. Can you give any information to the Committee as to the tenant right which his Lordship has given there?—Yes.

6892. You object to any compulsory enactment to carry out the principles of tenant right?—I do.

6893. First as to the agreement which Lord Yarborough has granted. What are the allowances which Lord Yarborough has granted to his tenants in the Isle of Wight?—They are upon the same principle as upon his Lordship's estates in Lincolnshire. I am one of Lord Yarborough's Lincolnshire agents, and lately have had the sole management of his Isle of Wight estates.

6894. What is the usual period of entry in the Isle of Wight?—Michaelmas, the 11th of October.

6895. What are the payments made by the incoming to the outgoing tenant?—I believe there have been no payments.

6896. What was the state of the property generally when you undertook the management of it?—It was not in a good state of cultivation.

6897. Were there good turnip crops?—No; generally speaking, they were not good.

6898. You say no allowance was made for spending oil-cake; was any oil-cake spent?—I think not, or very trifling.

6899. Was the manure left behind by the tenant?—Yes.

6900. Was it of a good quality?—No, that was one of the defects. I think that the produce was not converted into good manure.

6901. Then you are understood to say that his Lordship has introduced the system of Lincolnshire tenant right in the Isle of Wight?—He has introduced a tenant right on the Lincolnshire system, but varying as to the period over which the allowances should extend.

6902. What allowance do you make to tenants for linseed-cake in fatting sheep or cattle?—In Lincolnshire we do not allow anything for linseed-cake for sheep. I have introduced it in the Isle of Wight.

6903. What allowance do you make in the Isle of Wight?—Two-sixths of the cake used the last year, and one-sixth of the year before; making, if the tenant continues to use about the same quantity, the allowance of one-half of what he would use the last year. At first when we introduced it into Lincolnshire we allowed one-half of the last year's oil-cake, but that was abused, as we saw people spending more the last year of their tenancy than ever they had done before; and therefore we spread it over two years, which I consider a great improvement.

6904. How do you propose to satisfy yourself as to the tenant having used the oil-cake?—By producing his bills, and his men and himself giving evidence upon them.

6905. What allowance has Lord Yarborough given to his tenants for guano in the Isle of Wight?—One-half.

6906. What allowance for bones; is it one-half the preceding year?—We make it extend over four years, and in Lincolnshire three years.

6907. Mr. *T. Egerton.*] Is it bones with acid?—I have made no distinction between bones mixed with sulphuric acid and bone dust.

6908. That is not the grass land?—No, arable land only.

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6909. *Chairman.*] Why do you give four years in the Isle of Wight and only three in Lincolnshire ?—Although Lord Yarborough's agent, I essentially belong to the class of tenant farmers; my connections and family are tenant farmers, and therefore I have frequently heard this question of tenant right discussed, and I know what the general feeling about our Lincolnshire tenant right is, and where I think they have not been quite liberal enough, I have made them rather more liberal.

6910. What allowance does Lord Yarborough make for the use of lime on the Isle of Wight property ?—It extends over four years there.

6911. For chalking the land ?—It is 10 years ; that is much longer than it is in Lincolnshire, where we only allow seven

6912. Why do you allow more in the Isle of Wight than in Lincolnshire ?—I think the tenant does not always get repaid in that time ; if he happens to put on chalk and there comes a dry season, and not much frost, it does not fall. I have seen, myself, where it does injury to land for a year or two, and therefore have made it extend over a longer period ; I think seven years too little.

6913. What allowance do you make for under-draining, where the tenant finds the tiles, and is at all the expense ?—Twelve years.

6914. And where the landlord finds the tiles and the tenant finds the labour, what allowance do you make then ?—Four years.

6915. Do you consider this a beneficial system on the Isle of Wight property ?—Unquestionably.

6916. You consider that the state of the farming requires such encouragement ?—I think it would be improved by it.

6917. Then the old state of farming, in your opinion, required some such encouragement and security as this to tenants ?—I think so.

6918. Will you be so good as to state to the Committee your objection to such tenant right being enforced by law ?—One reason is, that I think where parties are at liberty to make their own bargain, they very often discuss it with a better spirit, and have less difficulty in coming to a fair conclusion ; and another is, that, if I understand this compulsory tenant right correctly, the landlord would be in a great measure at the mercy of his tenants. For instance, I have known some very clever and sensible men generally, who have had particular fancies about farming. Some have a fancy for machinery, and some for one thing, and some for another, and they probably would be trying experiments ; and then if they found out, as they would do sometimes, that they had made a mistake, they might take the shortest way of getting the money back again ; they would think the best way was to give up the farm, and probably the landlord would have to pay for an expensive tenant right, where the tenant had not spent his money judiciously. I know very clever men I would not trust to spend my money.

6919. Sir *J. Trollope.*] Is not it, in fact, letting another man spend your money ?—Yes : I am so far an advocate for establishing a tenant right, that I have thought one of the best things I could do was to recommend the landlord to give a fair and liberal tenant right upon his estate ; but I should prefer making the arrangement myself to allowing other people to make it.

6920. In your memory, has not this tenant right, and the principles upon which it has been acted upon, very greatly extended in Lincolnshire ?—It has become more general.

6921. And for more articles ?—And for more articles.

6922. And the same principle has been gradually extending ; in your own case, and within your own knowledge it has extended from Lincolnshire to the Isle of Wight ?—Yes.

6923. Has that practice been pursued in the Isle of Wight by other landlords as well as Lord Yarborough ?—No, those agreements are not signed yet.

6924. It is nearly a new thing ?—Yes, an entirely new thing.

6925. Within how long ?—Since April.

6926. You are only just bringing it into notice in that island ?—Yes.

6927. You have been in the business a good many years ?—Yes.

6928. The whole system of tenant right has sprung up voluntarily ?—Yes.

6929. And extended from one end of that great county to the other ?—So far as my knowledge goes it has, but the custom has varied ; if a landowner or a tenant wishes to make special terms, they take it out of the custom by having special agreements. Upon Lord Yarborough's estate, which comprises 60,000 acres, we have not a single word in any agreements about any tenant right, and the custom is so well established that it is all left to the custom; but some other landowners have agreements.

6930. And have you known any landowner object to this tenant right being introduced upon his estates in Lincolnshire?—No.

6931. Do you know any trial to enforce it?—No.

6932. Have you known any actions at law arise out of the system of tenant right; do you recollect any between the outgoing and incoming tenant?—I do not remember any.

6933. Has not it been so well established as to become law by custom?—I know that people have different opinions as to whether the custom could be enforced in a court of law, but I have known some particular cases where I believe parties would not willingly have given more than they were obliged, but who felt obliged to submit to an arbitration, though I dare not say that the parties would have been able to have recovered in a court of law.

6934. Do you ever undertake valuations?—No, not at all.

6935. There has never been any hesitation or difficulty of extending the tenant right to new articles that have been thought beneficial to the land, particularly referring now to guano; there has never been any difficulty of including that in the custom of tenant right in Lincolnshire, where there is no law to compel it?—No.

6936. Do you remember rape-cake being first used as a manure for turnips?—It is not used for that.

6937. Not in the Wold?—No.

6938. Is not it used on the heavy land?—Very little.

6939. Do you remember in your practice any extension beyond guano for which payment is made between the incoming and outgoing tenant?—Oil-cake is a recent allowance, and I should say tile draining is too within my recollection.

6940. Those are both introduced as tenant right valuations within your memory?—Oil-cake certainly within the last eight or nine years; and tile draining was so little practised, I think I may say the same of that.

6941. Have you much experience of other counties out of Lincolnshire, except the Isle of Wight?—No.

6942. Then you see the extension of the principle gradually gaining ground and confirmation not only in Lincolnshire, but in the other districts you are acquainted with, without a law upon the subject?—I see it is discussed, and there is so much common sense in favour of it that I think it will make its way. I cannot speak from my own knowledge to what extent it is gaining ground, but it is one of those things that must come.

6943. And without the law?—Without the law.

6944. Mr. *Henley.*] You stated you were connected with families engaged in the cultivation of land in Lincolnshire?—Yes.

6945. And have been acquainted with it all your life?—Yes.

6946. Was the tenant right you have spoken of in Lincolnshire generally arranged by the tenants, or by the tenants and landlords?—I should say, speaking of Lord Yarborough's estate, it is a matter which none of them have had much to do with; but the valuers who have been called upon to settle those things, have, from time to time settled the principle, until it has been pretty well established.

6947. And the valuers have settled that upon principles that have been, generally speaking, satisfactory to the occupying tenantry?—Yes; I should say that a party about taking a farm knows what the custom is; and if he was not satisfied, he would, before he took the farm, ask if he might not be allowed to have certain variations introduced into his agreement; and, generally speaking, they would be so, if he could point out anything that showed the propriety of it.

6948. The question related to the system that had gone on in Lincolnshire now for many years; is that, in your judgment, generally satisfactory to the occupying tenantry?—I think it would be more satisfactory if the allowances which are put in the Isle of Wight agreements were adopted; for instance, if chalk was extended from seven to ten years, and draining was rather more extended

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extended also. Our present system is that the landlord shall find the tiles, and the tenant be at the expense of putting them in. If, after he has had one crop, he leaves his farm, he gets no allowance. Now that many people, and I amongst the rest, contend is unfair; I say he ought to have it five years to repay him.

6949. Mr. *Newdegate.*] That is one course?—Yes.

6950. Mr. *Henley.*] If the time were extended it would be more satisfactory in Lincolnshire?—Yes, in two or three matters.

6951. Of course the value of those things can only be settled by experience?—No.

6952. And that experience probably will correct the matter in Lincolnshire if the general opinion is the same as yours?—I think it will.

6953. It is not very easy at the first introduction of any custom to come to a sound opinion as to what its effect will be?—Certainly not. I have no doubt that if Lord Yarborough attempted to introduce into his Lincolnshire agreements anything about tenant right, they being at present silent upon it, his tenants would ask him for an extended allowance, some such as I have put into the Isle of Wight agreements. In fact, I may say, that before that agreement was offered to the tenants in the Isle of Wight it was submitted to several people in Lincolnshire of the class of landowners, gentlemen occupying their own property, land-valuers, and tenant farmers; and I believe, with one exception, that that scale of allowance was approved of by the whole of them.

6954. Taking this very large estate of Lord Yarborough's, his extensive tenantry are content to settle this matter among themselves, without having any agreement for it?—They have been so.

6955. And you think they are so still?—Yes, under his Lordship. I should not be content to take a farm under some people. As a general principle, I consider the tenant ought to have all those matters put into his agreement, but there has been that degree of confidence between Lord Yarborough and his tenants that it is not asked for.

6956. Sir *J. Trollope.*] Did you hear of a petition presented last year against the Tenant Right Bill?—I know that there was one.

6957. Did any of Lord Yarborough's agents or tenants sign that petition?—Not to my knowledge.

6958. You did not yourself?—No.

6959. You do not know of any of the tenantry doing so?—No.

6960. Mr. *Henley.*] You have spoken of the expense of chalk being thrown over ten years; of course that would depend very much upon the situation of the chalk, and the expense that it cost?—We have it upon the Wolds; the only land that is chalked is the Wolds, and the chalk is immediately underneath it. You can get it in any part of the fields.

6961. If the chalk had to be fetched from any distance, and the expense were higher, it might be necessary even to throw it over a larger number of years before the tenant was repaid?—It might be; but where that is the case, it is burnt into lime, and then the cartage is lighter.

6962. In parts of Essex they fetch chalk from a long distance and put it on?—Such a practice is unknown to us.

6963. If the expense varied very much, it might be requisite to vary the number of years?—Yes; but it would be a serious question with us, if the cost was much increased, whether it would be repaid by the benefit. If it would, then if that expense was larger, it ought to extend over a greater number of years.

6964. That is the reason why those things are better settled by private agreement between the parties than by making a general law to suit everybody?—A general law is not suitable to every case.

6965. Mr. *Newdegate.*] You say that you know of no instances where the question has come before a court of law?—I do not know of any.

6966. What is the system of valuation; is all this valuation given in the aggregate, or are the sums stated?—The particular articles are specified in the valuation, but only the sum total is given.

6967. In case of any difficulty arising, would it be very difficult to test the valuation?—I apprehend that the parties who make the valuation generally keep memorandums, and they would be able to state the prices they had put upon each.

6968. Have you ever known the case of an umpire being called in?—One is

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is appointed invariably; and I should say that most generally he attends when they make the valuation.

6969. He is appointed in the first instance?—Yes, before they begin to act.

6970. And in case of a difference between the arbitrators, would they have to submit the items upon which they formed the gross sum of the valuation to the umpire?—Unqestionably.

6971. Their books then are, in fact, open to the umpire?—Generally speaking, he attends the meetings of the abitrators, and each of them put their own valuation; and if they differ, he settles it then and there, and decides between them.

6972. The umpire is appointed in the first instance?—He is.

6973. But in cases where the umpire does not attend, the arbitrators should be bound to produce to him the items which, when completed, made the aggregate of their award?—Undoubtedly; but they would only ask him to decide such questions as they differed about.

6974. Did you ever know a difference arise between the arbitrators upon the whole of the items?—Upon every one of them?

6975. Yes?—No; those things do not come out before the public generally, if they do.

6976. In order to form a law, it would be necessary to have some stricter system of valuation than at present prevails?—I should not like to leave an extensive property in the hands of valuers generally, without giving them some rules to guide them.

6977. And if that were attempted by law, the law must make the rules?—I take it that the landowner, if he were allowed, would at once set to work in every instance and make his own bargain, so as to take it out of the operation of the law, if he could.

6978. You think, in short, that the landowners would endeavour by all means to evade the interference of the law?—I do.

6979. Is there a great desire among the tenantry for interference by law?—I can only answer that question from what I read in the papers; in our neighbourhood the question has not been much agitated.

6980. The tenants are perfectly satisfied in your neighbourhood with the custom as it prevails?—Yes; with some exceptions which I have pointed out.

6981. But they are satisfied with the system?—Yes.

6982. If there is any difference of opinion, it is only on the details?—Yes.

6983. Mr. *T. Egerton.*] In Lincolnshire when the tenant makes any permanent improvements, such as draining and the erection of farm-buildings, does he give notice to his landlord or agent?—If he wishes to erect farm-buildings, he goes to the landlord or agent and makes a bargain.

6984. In the case of drainage, how is it?—The usual and indeed almost invariable custom is for the landlord to give the tiles, and the first question asked is, where and how they are going to do the draining, and if that is settled satisfactorily the tenant has the tiles, it being left with the agent to say either yes or no.

6985. Take the case where a tenant, without asking his landlord or the agent, effected general improvements in draining of his own accord, what would he be entitled to claim for that, according to your custom, at the end of his tenancy?—I take it that he would be entitled to something, but the allowances are too small; they are not so liberal as I have put them in the Isle of Wight agreements. No tenant would attempt to do it without having some understanding with his landlord. The custom as to allowances for drainage refers more especially to those cases where the landlord finds the tiles; the others are isolated cases. There are indeed but few cases of that kind.

6986. In the form of your agreement it is stated that in case the landlord finds the tiles, and the tenant the labour, you spread it over four years; and in case the tenant finds tiles and labour, you spread it over 12 years; what is the reason of that difference?—The labour is generally rather the largest proportion; but in the one case the landlord contributes liberally, by giving the tiles at once, and the tenant sooner gets repaid his outlay. He derives the same advantage from the drainage of land where the landlord has given the tiles as if he has found them himself; but as the advantage is obtained at less cost to him, it takes less time to get it back. You will see in that agreement that the works of draining and marling, which are the most expensive works, can only be done with the consent of the landlord or agent; that is a provision I would put in every agreement.

6987. Mr. *Henley.*] Do you not draw a distinction between marling and chalking?—It may not be correctly expressed in Lincolnshire; but it is sometimes called marling and sometimes chalking, and both mean the same thing.

6988. Do the Isle of Wight people understand it, do you think?—They do not use much marl or chalk at present; they will understand it before much is done.

6989. Mr. *Newdegate.*] In one sense, marling means application of clay?—Yes; it is introduced there in the sense I tell you; probably not correctly.

6990. *Chairman.*] You say you would object to a compulsory Act of Parliament, as putting the landlord too much in the hands of his tenant?—Yes.

6991. Upon what item do you think that the tenant would be likely to incur an expenditure that might be inconvenient to the landlord?—I understand it is intended that buildings should be considered tenant-right. I have known people have peculiar notions about buildings; some have a fancy for one thing, some another. Some people are never happy except among bricks and mortar; they might put up many buildings that another man might consider a nuisance rather than an improvement. The incoming tenant would object to pay for them, and the landlord would be obliged.

6992. In your opinion, it would be very objectionable that tenants should be enabled, by Act of Parliament, to put up buildings without the landlord's consent on his farm, and make him responsible for them?—Yes.

6993. Is there any other item in which you think the expenditure of the tenant might be inconvenient to the landlord?—I think opinions vary so much about draining, that it would not be safe to leave that in the hands of the tenant altogether.

6994. In your opinion, should the landlord be consulted previously to any amount of draining being undertaken?—Yes.

6995. And his consent should be necessary before any amount of draining should be undertaken that is to become chargeable upon his property?—Yes, I think so.

6996. Mr. *T. Egerton.*] Would the same answer apply to taking away old hedges and making fresh ones?—Yes, the landlord ought to be consulted about all those improvements if he is made liable to contribute anything to them.

6997. With respect to manure, you do not think so?—I would leave that as much as possible in the hands of the tenant, but I have seen some people apply bones to land that did no good; the allowance, however, extends over so short a period that not much mischief would arise from tenant-right in manures.

6998. Mr. *Henley.*] That is not so serious a question as the other?—No.

6999. Sometimes bones do no good?—Yes.

7000. *Chairman.*] You think the farmer would soon find it out, and the landlord would not be seriously inconvenienced by the tenant using artificial manure without applying to the landlord?—Cases might arise where probably there would be a little mischief done, but that would not be so serious.

7001. You think that landlords would, if the tenant-right were recognised by law, wish to make private agreements with their tenants not to leave the whole thing open in the hands of valuers?—Prudent men would.

7002. Mr. *Henley.*] An incoming tenant being asked to pay a large price for a building would be very apt to say it was not wanted?—I should think he would; I would not allow another man to spend my employer's money.

7003. *Chairman.*] If the landlord's consent were requisite, you say the land agent representing the landlord would be very careful in giving permission to the tenant to make any large improvements in buildings?—Exactly so; my own opinion about buildings is that they ought to be provided by the landlord in the first instance, and if any special case arose where a tenant wanted something for his own fancy, he should pay for it.

7004. Some landlords are not able to afford in the backward parts of England all the money that would be necessary to put their estates in such order as most of the Lincolnshire property is in?—I apprehend not.

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7005. Mr. *T. Egerton.*] Would there be any objection to giving a tenant the power of erecting the buildings and removing them at the termination of the tenancy, if the incoming tenant or the landlord did not choose to take them at a valuation?—Assuming that no buildings were there, there would be no harm, perhaps; but assuming there were some buildings, and he took them down and put up others, then an objection would arise, unless he replaced the old ones.

7006. Sir *J. Trollope.*] Has it been the custom on Lord Yarborough's estate to substitute good new for old bad buildings?—Lord Yarborough generally builds in the first instance, and the tenant afterwards keeps the buildings in repair; if a building is worn out, or the tenant wants additional buildings which it is not considered the landlord should pay the whole cost of, the tenant contributes the labour.

7007. Are you able to recollect the conversion of the rabbit warrens and heaths?—Some of them I recollect being converted.

7008. Have they been done at the expense of the tenant or the landlord?—The landlord made the boundary fences, and, in some cases, the subdivision fences also; the rest the tenant does.

7009. The tenant merely does the surface cultivation?—Exactly so.

7010. Is that a case that requires compensation?—I think not, because there is a degree of freshness in the land that compensates him.

7011. With the subsequent crops?—Yes.

Mr. *Thomas Boniface,* called in; and Examined.

Mr. *T. Boniface.*

7012. *Chairman.*] YOU are the Agent of the Duke of Norfolk, on his property in Sussex?—I am; I have been agent for the Duke only about five years; previously to that I was extensively engaged in Sussex and the adjoining counties as general land agent and valuer.

7013. You are opposed to any compulsory legislative enactment upon the subject of tenant-right?—I see great difficulties about it rather than being opposed to it.

7014. What is the time of entry on farms in that part of Sussex which you are acquainted with?—Michaelmas; generally the 29th of September in preference to the 10th of October.

7015. What are the payments usually made by incoming tenants to outgoing tenants?—The customary payments differ very much in the different districts of the county; the Weald of Sussex and the eastern parts generally have customs that are different from the south-west of the county; I should say that, taking the boundary on the north as the South Downs, Hampshire on the west, on the east the Adur, the south being the sea, the customs differ very much from the other parts of the county.

7016. In this part of Sussex, west of the river Adur, what are the customary payments by the incoming to the outgoing tenant?—They are confined very much to acts of husbandry; the hay at a feeding off price, and the fodder of the straw.

7017. And in the Weald what are the payments?—They are extended to the payment of dressings and half dressings of dung and lime, and to the payment for fallows and tillage performed on the fallows, and the rent and taxes thereon, and for lays.

7018. Mr. *Newdegate.*] Including rent and taxes?—Including the rent and taxes.

7019. *Chairman.*] Then the payment for dressings is for the manures?—Yes; made on the land, and from which no crop has been produced. Half-dressings comprise the dung from which one crop has been produced. So with regard to lime, where no crop has been produced, or if it be in the heap on the farm, it is paid for at the full cost. If it has produced one straw crop, then it is half the cost.

7020. Is the payment for the fallows a payment for a naked summer fallow?—Yes, it is a payment for a naked summer fallow.

7021. On your heavy land is it usual to give naked fallows?—In the Wealds of Sussex, Kent, and Surrey it is the case.

7022. Then the tenant has received no advantage from the expensive course of ploughing and cleaning into which the field has been put?—No.

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7023. And therefore it is customary to allow him for that, which is a benefit to his successor, but which is no benefit to him?—Yes.

7024. Does the outgoing tenant also receive the rent for the year for the field that has been a naked fallow?—Yes.

7025. And the taxes?—Yes.

7026. You have spoken of the payment for the clover lay; will you describe that to the Committee?—It is usually in the event of its being an old lay which has remained over one year; an allowance is made of a year's rent, or a portion of it, as the circumstances may be, as to the state of cultivation in which it is found; but by the custom of the country there is a claim for the old lay.

7027. The foundation of the custom then is this, that according to the ordinary course of husbandry, a tenant would be entitled to break up the clover lay after one year for a crop of wheat?—Yes.

7028. And inasmuch as he has forfeited the advantage of this crop of wheat he might have had by the ordinary rotation, he is considered as having a claim for that advantage which he has forfeited, and which now accrues to his successor?—Yes, that is so; and to explain the principle that has now been laid down so justly, and which is acted upon there in many cases from the land being in a bad condition, possibly the outgoing tenant is not disposed to sow it, and in that case a much less sum is paid for it than if it comes to the incoming tenant in good condition.

7029. Sir *J. Trollope.*] Is there any valuation of the lay according to its goodness?—Yes.

7030. But it is paid for as a lay?—According to the condition in which it may be found.

7031. And if it is in a foul and bad state it would not be paid anything for?—Precisely so; they are also paid in that district of country for the hedge-rows and underwood, if included in the occupation,

7032. *Chairman.*] When they enter upon a farm they enter upon the underwood also?—Yes.

7033. They pay to their predecessors in proportion to the number of years' growth of the underwood?—Yes.

7034. And the principle of underwood is applied also to the hedges?—Yes.

7035. Which are often very wide, and approaching the nature of a copse?—Yes.

7036. What they call shaws in Kent?—Yes.

7037. Sir *J. Trollope.*] Are they allowed for the growth up to a certain number of years?—To the stem, usually, unless there is any special arrangement to the contrary; by the custom they would be valued to the stem.

7038. *Chairman.*] Are the Committee to understand that the difficulties you wish to state to them as to any general enactment, apply to acts of husbandry or to acts of improvement of the farm?—My difficulty as to any legislative enactment applies to the whole. I am very desirous in all cases to see the fair beneficial interest paid to the leaving tenant. I am very anxious to see that as an arrangement between landlord and tenant, but the circumstances under which the tenants of different counties hold, and the customs of the different counties differ so much, that I am very fearful it will be impossible to bring any legislative enactment on the subject into operation that would not rather confuse than help; the principle is good.

7039. You would object then to any general terms of compensation being laid down?—Yes, I should be afraid to attempt that. Of the two I should prefer the leaving a large discretionary power somewhere, and then the important question is, where that power should be placed, and I should have difficulty in stating whether it should be placed in a Board or individuals.

7040. You would be altogether opposed to any enactment with the view of rendering uniform the custom of compensation for acts of husbandry?—Yes; for myself I cannot see, and I have not been told, how it will be possible when one reflects how various the customs are, not only in different counties but in different districts almost in each county.

7041. As to the acts of husbandry?—Yes.

7042. With regard to acts of improvement, such as the use of manure, draining, and so on, if a large latitude were left to the valuers, subject to the power on the part of the landlords of making special agreements, what would be the principal difficulties which you would wish to point out to the Committee?—

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In the event of such a state of things I should be anxious to see official persons appointed as arbitrators between the parties; in case of disagreement I should not be at all satisfied to see the power that has been mentioned invested in the hands of the ordinary rate of valuers as referees and umpires in valuations; each party we will assume would appoint a referee, those referees would appoint an umpire; I think that umpire should be a superior person from the ordinary valuers of the neighbourhood.

7043. Mr. *Newdegate.*] Supposing a person to have been appointed an official referee, it would be necessary that he should have access to the whole items of the valuation?—Unquestionably.

7044. And if you were to select a person as referee, whom would you select; and what class of men would you select him from?—I think the persons best adapted for that office would be men who have been extensively engaged in the higher departments of a valuing surveyor. There are great distinctions in the grade of men who act as valuers. The experience and practice of some men are entirely confined to acts of husbandry, and those in a very narrow district. There are other men of superior education and information who practise, and who have, previously to the Inclosure Bill acted as Commissioners of Inclosures, and who have been extensively engaged in the valuation of large estates, in copyhold enfranchisements and apportionment of tithes. There are men of that description, and I think this office would be more safely entrusted to them than to persons who have not a practical knowledge of agriculture.

7045. It would be essential to their qualifications that they should be able to judge of everything?—I think the class of persons I have referred to would be preferable to professional men who may have a knowledge of evidence, but not of practical matters of farming.

7046. Then what is to be gathered from your evidence is, that the difficulty that would be first obviated is the decision of differences arising between valuers? —Most clearly.

7047. Has it ever occurred to you whether, by having valuations more specific with respect to the items, it might be referred to any court, such as the local court, for decision, so reducing the whole question to a matter of evidence?—I am afraid it would not. In cases of reference to professional men I have observed that although they may have had a general idea of agriculture, still they have had difficulty to see their way clearly where a more practical man would have been quite at home.

7048. That difficulty might in some degree be removed by an examination in open court?—Yes.

7049. But you do not see your way for removing it entirely?—I do not.

7050. Mr. *Henley.*] The coming in upon a Sussex farm, where those tillages and half tillages, and rent and taxes go back, must be considerable now?—It is very heavy indeed.

7051. Of course, if there were to be any additional items it would be still increasing the payments of the tenant's entry?—Yes, very much.

7052. In practice now there are very often attempts on the part of the outgoing tenants to make a good bill against the incoming tenant?—Yes; although I am anxious to see a fair system of valuation universally adopted, as between the landlord and the outgoing tenant, so that the outgoing tenant may receive for the beneficial interest which he leaves behind, I am bound in answer to that question to state that I have found the greatest difficulties in valuing the tillages where the custom of the country allows the outgoing tenant to claim upon those acts that have been performed in former years. The difficulties have been very great, and the temptations to mis-statement are very great.

7053. You have found in practice that there has been an endeavour to force the incoming tenant to pay more than in your judgment was justly his right to pay?—Yes, particularly in the case of half dressings; it is most difficult to get evidence to satisfy yourself upon it.

7054. Of course, the amount of money, by increasing the articles to be paid for, is increased, and the temptation to defraud would be greater?—Yes, truly. To show you how that has been felt by persons practically engaged, an acquaintance of mine, that I often met on matters of business some years ago, stated to me that he found the principle of valuing half dressings so difficult that he thought he should advise a person for whom he acted as agent to buy them up. I mention that as showing clearly the difficulty which he felt at that time, which is quite consistent with my present view. I said, "I fully agree with you that those difficulties are very great;" and we often have exaggerated statements made of half dressings. Still I think the principle is good to induce a man to make a quantity of dung, and to make it well; it induces him to make it good, because it ensures him a better price. I felt with him the practical difficulty, but still I thought the principle correct.

7055. You find this difficulty in practice in the county where those customs have existed time out of mind?—Yes.

7056. Where all parties are acquainted with the custom?—Yes.

7057. Of course, if it had been newly introduced into a district where the parties were not so much in the habit of it, the difficulty would be greater?—I do not see that that would follow.

7058. If you introduced the system of tillages and half tillages where the valuers were not so much used to dealing with them, there might probably be greater difficulty in preventing fraud?—I do not quite concur in that. I think one man having successfully obtained a larger valuation than he has been entitled to, by exaggerated statements of his half dressings and tillages, would be an encouragement for his neighbour to do the same thing.

7059. The question had reference to the inability of the landlord to detect it?—There might, perhaps, be more probability of detection than in the other case; but I think where it has been many years the custom you would be more in danger of exaggerated statements than where it was a new practice.

7060. Would you always be equally able to find persons to detect those exaggerated statements?—Yes, I think so.

7061. You think they would grow up one with the other?—Yes.

7062. Do you think the tenant farmers in Sussex, where those heavy payments are made in coming into their farms, would like to have a law to prevent their receiving that when they went out?—No, I think not at all.

7063. Would it be, do you think, just to give men, who have come into farms without paying anything, by the Act a right to take that from their successors which they did not pay to their predecessors?—That would not be just.

7064. A general law would do that in one case or the other?—Yes; the question of rent, speaking of yearly tenancy, is always a difficult one, and it is quite impossible to fix it so as to ensure a fair rent for each year. Suppose such a year as 1828 or the last year, when the price of wheat was high, as regards the landowner, there would be but little difficulty at such a period; he, being a man of reflection, would feel that if the high price continued, his farm would be worth more money; this he would not expect, but on the contrary consider these seasons, the extreme of high prices, to produce, when coupled with seasons of the extreme of low prices, the average price he had in view when he let his farm, and, consequently, would see no reason why his tenant should be disturbed; but reverse the state of things, and suppose a year when the price of wheat is low, the tenant becomes oppressed or alarmed; he then suggests to his landlord that the rent is too much, and that, consequently, an alteration is requisite. Now the landlord's reply is quite just: I did not go to you in the year of high price for an increase, you must not come to me this year of low price; the thing left alone will remedy itself, and you will get a better price by and by. In the low price years of 1833, 1834, but few instances of this nature perhaps arose, because the tenant had an interest in continuing in his occupation that he would not have had if he had been entitled to such a principle of valuation as I suppose was intended by the Bill presented to Parliament in the last Session. The great probability is he would have given his landlord notice to leave, and if it were in many of the poor districts I have mentioned in the Wealds of Sussex, Surrey, or Kent, it is very possible that there might have been so high a valuation that the landlord might have been unable to procure a tenant. If the farm happened to fall in a year of average or high price that difficulty would not apply; in the event of low price it might be a great difficulty.

7065. In your judgment the existing tenant-right has that effect?—Yes, in many instances.

7066. It enables the tenant to give notice, and in consequence of the heavy tenant-right a successor is not easily found?—Yes.

7067. That leads to compelling the landlord to reduce the rent?—Yes.

7068. And unduly?—Unquestionably; I allude to the year of low price.

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7069. It is very likely, in consequence of the alteration of the law that has taken place, that we may have as great, if not greater alterations of high and low prices than we have been accustomed to heretofore?—I have been so mistaken upon that subject that I should have difficulty in venturing an opinion upon it so.

7070. We have had the experience of higher prices than we have known for a vast number of years before?—Yes.

7071. And it is possible we may experience an alteration to very low prices?—I cannot but think so; it is quite my opinion.

7072. Therefore the reasons that have been stated would apply with greater force?—Yes, they would.

7073. With regard to buildings, what is the practice in Sussex?—The buildings are usually maintained by the landlord providing the material and the tenant applying it. There are exceptions to that rule.

7074. Do you think it would be just that if a tenant put up a building for his own convenience he should be on the same footing as the tradesman, and at the termination of his period he should be allowed to remove that building if not convenient to the landlord or the incoming tenant to take it?—Yes, it would be quite just; and if there were no difficulty or confusion in legislating upon it, I should be disposed to go further, and carry my opinion to this extent, that if a tenant placed a useful and desirable building upon a farm, I should be glad to see it taken at a valuation on his quitting by the landlord.

7075. Do you see any practical objection to putting the farmer and the tradesman upon the same footing?—None whatever. I see every reason in justice why it should be so.

7076. That would be an improvement?—A very great improvement.

7077. Would it be an improvement to enable landowners having limited interests or estates upon a mortgage to be able to give security to tenants for such term as they might think fit, say for seven years, to bind their successors; would it be desirable, do you think, for instance, in buildings or permanent improvements upon the land, where the tenant wished to make permanent improvements, the landlord having a limited interest only, that he should be able to give the tenant security for a period to be named, say seven years?—Assuming that the money would be judiciously applied it would be most desirable.

7078. The question would have reference to the landlord consenting to the improvement about to be made?—I quite understand the question, but I have difficulty in giving a reply. I can only repeat that if the money were properly and judiciously applied it would be desirable.

7079. The landlord would not give his consent unless, in his judgment as well as the tenant's, the money was about to be properly and well expended?—There might be those cases in which the interest of a tenant for life might not be considerable enough to secure that the money was properly invested. If the money was properly invested, it would be a most desirable power to give for all concerned. I have seen instances in which estates have been injured from the want of such a power.

7080. Taking so limited a period as seven years, how would it be?—There are some improvements that would require more than seven years to compensate the tenant for doing them; the difficulty that now suggests itself to my mind is as to the proper application of the money. I am asked if I thought it would be desirable that a tenant for life should have such a power, and my reply to that is, if it can be secured that the money will be properly applied, and applied, in fact, as the person who held the fee of the land would apply it, I think it is most desirable, but in many cases seven years would not be a full compensation.

7081. In your judgment, would it be prudent to extend that beyond seven years?—Yes.

7082. To what period would it be prudent to extend that, in your judgment?—From 10 to 12 years; there are improvements, such as draining, which, if well executed, I think in many cases would require a longer term; a person performing draining well would be entitled to at least from 10 to 12 years.

7083. It would be a mutual benefit that there should be a power for the landlord to extend it to that period?—Yes, provided the point is secured I have mentioned.

7084. Taking the answer of course with the proviso you have made, would there

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there be any difficulty in its being ascertained whether drainage, for instance, was likely to be beneficial?—I think there would be no difficulty in ascertaining that fact.

7085. Would there be any greater difficulty in ascertaining whether putting up buildings would be beneficial?—There would be no difficulty at all.

7086. Those are the more expensive improvements; probably it would extend over a longer period in those cases than in the others?—There is another improvement, that of chalking. A witness spoke just now of chalking and marling; they differ materially, as I understand; I understand marl to mean a species of calcareous clay that comes into operation on the land sooner than chalk, and would consequently require a less time to remunerate the person applying it.

7087. Would there be any practical difficulty in ascertaining whether chalking would be an improvement which ought to be binding upon the successor?—None whatever; chalking should extend over a longer period; I think 10 to 12 years.

7088. There would be no difficulty in ascertaining whether it was beneficial to the land or not?—None whatever. Chalk in certain seasons may be an injury to the land for the first two or three years, instead of a benefit; it may lie about in large blocks and not come into operation until the frost has broken it.

7089. You see no objection to the Legislature providing that agricultural tenants should be put upon the same footing as tradespeople, and that persons having limited interests should be able to bind their successors for a proper period?—None whatever.

7090. *Chairman.*] You say that you have a difficulty sometimes in ascertaining what is the real claim for half dressings?—Yes.

7091. What was the nature of the half dressings; was it dung employed?—Dung and lime. The difficulties I have experienced have been first as to the quantity applied, as to which you must take the statement of the person interested, and the next difficulty has been as to the quality of it.

7092. Those were manures that had not been purchased?—Manures that had not been purchased.

7093. Where of course no bills could be brought forward to corroborate the statement?—Yes, just so.

7094. You have stated that, supposing a tenant in consequence of the lowness of the price of corn to give notice to quit, then the tenant-right of Sussex might produce a difficulty in the landlord's finding a successor?—Yes; provided the low price of corn continued up to the period that the farm came in hand.

7095. You are understood to say that a considerable portion of that tenant-right consists in acts of husbandry, improvements performed upon very cold land?—Yes; I have described what those customs are; they are confined to acts of husbandry, and the dressings and half dressings, and payment for lays.

7096. Mr. *Henley.*] And rent and taxes?—You would have no difficulty in rent and taxes; there could be no mis-statement as to that.

7097. *Chairman.*] With the exception of payments for manure, this tenant-right is not of a nature to improve the value of the land; those fallows and the charges incident to them, and so forth, belong to the ordinary course of husbandry, and those are not of a nature to improve the value of the land?—Not exactly so. In making a fallow, of course the value would depend upon the horse labour expended upon it, and the value and the quantity of horse labour, and the number of ploughings and harrowings.

7098. Those are in the ordinary course of Sussex husbandry; though they are incident to the farming as now practised in Sussex, they are not in a nature to raise the value of the land?—No.

7099. Would not it be possible that if another kind of tenant-right were introduced, based upon the improvement of the land, such as money expended judiciously in draining, chalking, and so forth, that would in a measure counterbalance the difficulty that the landlord might have in finding a new tenant?—I think so. The question was asked me as to the custom, and in reply to that question I could not state that those allowances have become the custom; still it is proper I should explain that they are daily themselves gaining ground; that

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that in arrangements that are made between the landlord and the outgoin tenant, the tenant who has employed considerable capital in his farm has generally the means with the consent of the landlord, of making a fair arrangement with the incoming tenant that he shall be paid for the beneficial interest left on the farm. I have seen that in every day operation, and I am convince it is gaining ground and coming far more satisfactory into practice from circumstances, than it could be brought into operation by a legislative enactment. I am very much disposed to see a fair payment made for beneficial interest to the outgoing tenant; and I should be sorry to say anything which would induce the Committee for a moment to feel I was not anxious on the subject, because I feel that it is very essential to improve agriculture.

7100. The Committee desire to draw your attention to the distinction between the tenant-right for acts of husbandry and for naked fallows, which it would be unwise to attempt to alter the tenant-right for the improvement of, and you are asked whether, though a heavy payment for naked fallows might be oppressive to the incoming tenant, and so render it difficult to let a farm, still, with judicious expenditure in draining, inasmuch as it must improve the letting value of the land, must not that have a contrary effect?—Truly it would if you could secure that the work would be well done; a man not entitled to a valuation for draining by custom, knows that if it is not efficiently and judiciously done he shall get no payment for it, and so does it well; but if by legislative enactment, he was entitled to payment, I do not believe he would be so careful in the execution of it.

7101. You think in all cases it is desirable that the tenant should, before he begins, give notice to the landlord of his intentions, the landlord having no opportunity of exercising a voice upon the subject?—Yes.

7102. You were understood to say, in answer to a question put to you, that you knew estates that were injured for want of buildings?—My reply was, that I knew estates which were held by tenants for lives that had been injured in consequence of the tenants for lives not having the power of making an arrangement for the payment of any improvement that might be effected.

7103. When you speak of 10 or 12 years as the utmost time for compensation for improvement, would not that be inadequate for buildings?—I did not intend that to apply to buildings. I stated a different principle and opinion as to buildings. I would go to the extent that, provided it was good and necessary building, I would be glad to see the landlord take it at a fair valuation, that is, at its value at the period of the tenant's leaving the farm.

7104. You would probably require the landlord's consent to the erection of the buildings before the tenant could establish a claim against him on the estate?—Yes.

7105. You would not allow the tenant to establish a claim against the landlord for building, which he was pleased to put up without the landlord's previous consent?—No.

7106. And if the landlord gave his consent, would you make it binding upon his successor in the case of the owner of a settled estate?—I am anxious that the difficulty I feel should be understood. I am afraid, that in all cases the tenant for life has not sufficient interest to guarantee that the money would be properly laid out, or the building properly raised. Provided the money is judiciously spent, I would be glad that he should have, with the consent of the tenant for life, a power to hold the estate liable for the payment of it.

7107. Would it be desirable, in order to protect the remainder man, to prevent the landlord from consenting to the expenditure of more than a certain amount of the value of the estate?—Provided there was a fair probability that the money would be properly expended, I should be quite satisfied to give the power, but I do not think that in all cases the tenant for life would have an interest to insure a judicious expenditure.

7108. Would you propose any other mode of checking the tenant for life —No.

7109. Mr. *Henley.*] Manure is paid for as well as the naked fallow?—In part of Sussex (I refer to the Weald, and the eastern part) it is paid for at its value; if artificial feeding or corn has been used upon it, of course it is paid at a higher rate than if it is merely the produce of the farm.

7110. And that, of course, tends to swell the bill for the incoming tenant to pay?—Yes. I will give the amount of a valuation in this neighbourhood, in which the rent was 100 *l.* a year, and the valuation was between 500 *l.* and 600 *l.*, between five and six years' rent.

7111. Sir *J. Trollope.*] In that case the money would have been ample capital, perhaps, for such a farm?—It would have gone far towards it, provided there had been no payment.

7112. Was it tillage or pasture?—It was arable land generally.

7113. Arable land does not require a capital above 6 *l.* an acre generally in Sussex, does it?—Yes.

7114. Without a valuation?—Yes. There are large districts in Sussex, I am sorry to say, where the capital hardly amounts to 6 *l.* an acre; if you take the average rate of any considerable extent of arable land, it should exceed that amount to cultivate it with success.

7115. Should you think this heavy tenant-right a bar to good cultivation, by the expenses absorbing a large portion of the incoming tenant's capital, so that he is not left with ample means to manage the farm?—No; for this reason, the tenants in this district have no difficulty in borrowing money.

7116. That is not their own capital though?—Still they obtain it in addition to their own capital. If a man takes a farm in a district where there are not those valuations, there is a difficulty in borrowing capital; provided there is a valuation to show as an inducement to lend money, he can borrow it; there is a facility in that matter to a man who farms in this district, where there are those tenant-rights existing which other men have not.

7117. Then, in fact and practice, the tenant-right is very frequently mortgaged?—Yes, certainly.

7118. Mr. *Hayter.*] You say that 600 *l.* was paid for compensation in the shape of tenant-right to the out-going tenant by the incoming tenant, upon a farm of 100 *l.* a year?—Yes; between 500 *l.* and 600 *l.*

7119. What would be the capital besides that, which would be required on such a farm?—The farm is less than 200 acres.

7120. Then what would be the capital so put upon the farm of less than 200 acres, after the 600 *l.* had been paid?—I should think the man probably employed, in addition to that, 1,000 *l.*

7121. Then the capital upon the farm would be 1,600 *l.*?—Yes, it would.

7122. Mr. *Bouverie.*] Can you give loosely the particulars of that payment of between 500 *l.* and 600 *l.*?—Yes; the valuation comprised the hedges and underwood, the dressings and half-dressings of dung and lime, the lays, the hay and straw at a feeding-off price, and the fallows.

7123. Mr. *Henley.*] Rent and taxes and fallows?—Yes, the fallows, which include the rates and taxes.

7124. Mr. *T. Egerton.*] What proportion of that would be for the wood?—I cannot say; a small proportion of it, however; the labour upon the fallows is very expensive.

7125. Mr. *Henley.*] How many ploughings do you allow for in that district?—Four, I should think, and the harrowings.

7126. Sir *J. Trollope.*] Is it the same as in Surrey?—In Surrey they are higher rather. In the Weald and East of Sussex there is a custom, which has become almost obsolete, to pay for the half fallows; that is not the custom in Sussex or Kent, but it is in some parts of Surrey.

7127. *Chairman.*] How many pounds do you allow for a naked fallow; how many pounds, that is, do you allow for the acts of husbandry on a naked fallow?—There is no arbitrary sum allowed; it is the number of ploughings and harrowings that have been performed upon it that would be paid for.

7128. On the average, at what amount would you put that?—Usually about four ploughings, and 15 or 16 harrowings.

7129. What do you allow for the ploughing?—In the heavy districts the price is from 10 *s.* to 14 *s.* an acre.

7130. Mr. *Hayter.*] Each ploughing?—Each ploughing: I am speaking of the Weald.

7131. *Chairman.*] You allow from 12 *s.* to 14 *s.* an acre for each ploughing; how much do you allow for each harrowing?—The drag harrowings 1 *s.* 6 *d.* and the horse harrowings 9 *d.*

7132. You are probably aware that if land is drained it often requires much less ploughing and harrowing?—Yes.

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7133. You are probably aware that in many districts, where the usual practice has been naked fallow, that it has been given up altogether, and that green crops have been grown instead?—Yes.

7134. You have no doubt, as a practical man, that the tendency of draining land would be to enable the farmer to dispense with the summer fallow, and that it has done so to a great extent?—Yes.

7135. Suppose a farmer, after the land was drained, was able to grow summer vetches or root crops, instead of the naked fallows, would not the heavy charge for fallows be diminished to his successor?—If sheep were wattled off upon it, and subsequently ploughed and made a half fallow of, it would be less.

7136. Is not the tendency of improvement in agriculture to get rid of naked fallows altogether?—Most unquestionably it is.

7137. And draining is one of the first steps necessary to that improvement?—Yes; as regards draining, the present want of arrangement is, I think, very much to be deplored as regards the water-courses; where properties are mixed up one with another, good and thorough draining is impeded for the want of an outfall to the main course.

7138. Those acts of husbandry on the summer fallows, with the rent and taxes that arise out of the land, having been useless to the tenant, form a large proportion of the valuation of tenant-right to the incoming tenant?—They do.

7139. Mr. *Henley.*] Have you availed yourself, in Sussex, of the provisions of the Act passed a few years ago to enable you to clear your brooks; you say the difficulty of draining is from the want of getting the small water-courses clear?—Yes.

7140. You mean that you are often inconvenienced by the property of other owners intervening, which occasions considerable difficulty in getting a complete drainage; but is not there a power by law of getting it done by a simple mode?—Yes.

7141. Have you ever got it done?—No, nor would it apply to all cases. If I am correctly informed upon it, it might be done in some instances.

7142. But you have never tried it?—No. I can only say, if there is a remedy it is very desirable that it should be applied. The great inconvenience to modern draining is the want of a thorough outfall for ditches to the main sewer of the district.

7143. Mr. *Newdegate.*] For the purpose of assessing compensation for improvement, you would take, as the basis of the calculation, the original outlay, including and adding to it a fair trading profit and interest upon the capital so expended?—No, I would take as the basis of the valuation the benefit to be derived by the incoming tenant or the landlord.

7144. That would be your principal basis?—Yes.

7145. Without respect to the outlay?—No; I should have regard to the outlay, but the basis would be the benefit to the incoming tenant.

Lunæ, 29° *die Maii*, 1848.

MEMBERS PRESENT.

Mr. Tatton Egerton.	Mr. Newdegate.
Mr. Hayter.	Mr. Pusey.
Sir Charles Lemon.	Mr. Stafford.
Mr. Moody.	Sir John Trollope.

PHILIP PUSEY, Esq., in the Chair.

Major *Francis Brown*, called in; and Examined.

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7146. Mr. *Newdegate.*] YOU have for many years held property in Lincolnshire?—Yes.

7147. And have had the management of it in a great measure yourself?—Yes, for upwards of 53 years.

7148. In what district of Lincolnshire is that?—It is about equidistant between Grantham and Lincoln on the one hand, and Sleaford and Newark on the other; it is in the western part of the county, very near Nottinghamshire.

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7149. I believe that property extends partly upon what is termed the heath, and also into the valley ?—It is of almost all kinds.

7150. Embracing several sorts of soil ?—Yes.

7151. Are you acquainted with the custom which prevails in Lincolnshire, by which tenants recover compensation for the improvements that they have made upon the land ?—I am not critically acquainted with it; but I do know that they receive a proportion for the outlay they have made in artificial manures and in under-draining, and in other respects, according to the length of years that they have enjoyed it. There is a certain proportion allowed per annum for a certain number of years; the principle is universal, I believe, in our county; but the details vary slightly in different districts.

7152. Can you remember the origin or the growth of that custom in Lincolnshire ?—Perfectly well.

7153. What was its first phase; what was the first form in which it was established ?—Lincolnshire, in my early period, was in a very bad state of cultivation indeed; in short, one-third of the whole county was entirely uncultivated, or very wretchedly and badly cultivated; the four-field system was gradually introduced, and artificial manure was introduced also; and then after a lapse of time, when tenants had to quit their farms, valuers began to make allowances to them; it was a very gradual thing in its early progress; it was fought very stoutly against; but it is now, I believe, universal.

7154. The custom then, if I understand you rightly, has grown up with the improvement of the cultivation ?—Exactly so.

7155. Do you consider that that custom is the consequence, or was it the cause of that improvement ?—It was the consequence; but it has been extended by the circumstance of the tenant being insured, if he has any cause to quit, that he shall receive a compensation, so that it has stimulated the improvements.

7156. And the state of agriculture in Lincolnshire has become highly improved ?—Very much so.

7157. Has the custom in Lincolnshire the force of law ?—Yes.

7158. In short, if the tenant were in danger of losing the capital which he had expended upon the land, or of being deprived of the fair interest and profit upon it, he could recover it by law under the custom ?—I am no lawyer, but I have always understood that custom in cases of that kind established the law; that is a question that I really am not prepared strictly to answer, because probably it is a question of law. Unquestionably, if the valuations are conducted in a proper way, that is if bonds are executed, and an adjudication made upon those bonds, then it most unquestionably would be legal.

7159. Are not those bonds what are generally termed covenants under an agreement ?—No; when there is any important case, I have always understood that in order to do away with the possibility of litigation they enter into a bond of agreement that they would be bound by the decision of the valuer; when the tenant is quitting, the outgoing tenant and the incoming tenant enter into an agreement to abide by the decision of the arbitrator.

7160. Are the farms in Lincolnshire generally held upon lease or by yearly tenure ?—I really am not aware at this moment of a single farm in my neighbourhood, or within my knowledge in the county, that is held under lease; I do not mean to say there are not cases, but I am not aware of a single one.

7161. *Chairman.*] You intend to say they are almost entirely under yearly agreement ?—Yes.

7162. Mr. *Newdegate.*] Are leases generally desired by the tenantry of Lincolnshire ?—I think not; I have no doubt there may be cases in which they may be desired, but there is that good feeling between the landlords and the tenants that I do not think they are often asked for.

7163. There are compensation clauses generally in the yearly agreements by which the farms are held ?—That I can only speak to in my own case; I think not; I do not think in respect of any one of my own tenants, or of the land I occupy as a tenant, that the agreements have those terms in them: that is left to the valuers.

7164. Under the custom of the country ?—Under the custom of the country.

7165. Are the improving tenants of Lincolnshire practically secure in their holdings ?—They consider themselves perfectly so.

7166. You have not known many instances of arbitrary ejectment by the landlord,

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landlord, or of consequent loss of the capital invested by the tenant?—I cannot call to my recollection anything of the kind; there may be instances, but I cannot call to my recollection anything of the kind.

7167. You consider that under the custom of Lincolnshire the capital of the tenants is practically secure?—I do.

7168. Is the amount of the rent frequently regulated with a view to compensate the tenant for improvements that are required upon the farm he takes?—I do not know instances positively; I could not state instances; but I have always understood, and I believe, that in cases where a tenant takes a farm with the buildings out of order, or the farm out of condition, that he takes it upon a lower rent for a certain number of years, that he may make those improvements himself. The buildings of course belong to the landlord, and he ought always to do them, but sometimes it happens the tenant does them; then there is a compensation rent; but in such cases I presume that there are leases.

7169. In estimating the value, then, of the compensation to be given to the tenant, the valuer is to take into account the amount of rent he pays in proportion to the value of the land when he took it?—No, not so, I think. I assume that in such cases as the one just now put, that where farms are in a bad state of cultivation, or the buildings in a bad state, and the tenant takes it to make all the improvements himself, then I presume that there is an agreement for a term of years, a lease, or agreement, or whatever it may be, in order that he may be secure of a return for the capital he has laid out; I cannot speak to that positively.

7170. Are the farm buildings in Lincolnshire generally adequate, and are they provided by the landlord, or are they constructed by the joint capital of the landlord and the tenant?—They are generally amply sufficient for the farm upon which they are erected, but in all cases, except by special agreement, they are erected by the landlord.

7171. The instances, then, in which the tenant undertakes part of the expense of erecting farm buildings are exceptions?—They are exceptions.

7172. Is draining generally performed entirely at the expense of the landlord, or at the expense of the tenant?—Generally the tiles are furnished by the landlord, and the expense of the labour is furnished by the tenant, but in a great many instances the tenants do the whole themselves; but as a general principle the landlord finds the tiles.

7173. And when they have done the whole themselves, or have shared the expense of the drainage, they are entitled to compensation, should they leave their farm, under the custom of the country?—The rule, as I understand it, is this, if the tenant is at the whole expense of drainage, that is, finding the tiles as well as the labour, he is supposed to have derived the full benefit from it in seven years; if he quit in less than seven years, then he has a proportionate allowance made him. If the landlord finds the tiles, and the tenant only the labour, then it is spread over five years. I believe that is the usual practice in my neighbourhood.

7174. And the same custom extends to other improvements, namely, manures, and the system of cultivation to be pursued, particularly at the close of the tenancy?—The system of cultivation is generally the subject of agreement; the rotation of cropping, which I understand to be meant by the system, is generally the subject of agreement, but in any artificial manures that are purchased, there is in my neighbourhood, and I understand it prevails generally in Lincolnshire, a certain proportion allowed each year; for instance, say bones. If a person applies bones for his turnip crop, he is entitled to the whole if he leaves after the turnip crop; if he takes a barley crop, then he is entitled to two-thirds, and if he takes a third crop, then he is entitled only to a fourth; that is, if he takes three crops out of four; and for the last crop he is entitled to a fourth; that is the custom in my neighbourhood.

7175. And that is found satisfactory to the tenants generally?—Yes, perfectly so; it encourages them to lay out their capital in the improvement of their land, because they are sure to have a reasonable return if the tenant quits before the course of husbandry is finished.

7176. Do you think that any legislative interference is necessary to define, or to secure, or to enlarge the custom and the compensation under it as it at present exists in Lincolnshire?—I think it would do a great deal of mischief; I can only speak of my own county; I think there the custom works exceedingly well; it is flexible, and adapts itself to all new improvements, which no Act of Parliament, I apprehend, could possibly do; therefore I think we are better as we are than to be protected by an Act of Parliament. I am largely both a tenant-farmer and occupier of my own land.

7177. To what extent do you occupy your own, and to what extent do you hold under any other person?—I should say about 800 acres of my own, and I rent about 900 or a little more; I have let two or three of my farms, or I used to occupy a great deal more.

7178. With respect to the 900 acres which you rent, you stand in the same position as the tenant-farmers generally?—Exactly, without a lease.

7179. And you are satisfied with that position?—Perfectly.

7180. Is the system upon which the arbitrators decide the compensation upon tenants leaving their farms generally satisfactory and just?—I have never heard any complaints of it: it has worked well, as far as I know; it is not in my knowledge that any dispute has occurred afterwards.

7181. You are not aware that any dispute has arisen upon those arbitrations; are you aware that any cases have been submitted to courts of law arising from those arbitrations?—I have been told that there have been such cases; but within my own knowledge no such thing has occurred.

7182. Is it your impression, generally, that the tenantry of Lincolnshire desire legislative interference in respect to those matters at present regulated by the custom of the country?—I think you will get that question answered better by other gentlemen than myself; I can only give a general answer upon the question: my own impression is that the people are satisfied.

7183. *Chairman.*] It was some time before the custom of compensation was firmly established in Lincolnshire?—Yes.

7184. And it was a good deal fought against?—It was a good deal fought against by the valuers and the incoming tenants, who regarded it at first as an innovation.

7185. You are understood to say that when bonds are entered into, the arbitration is binding upon the outgoing and incoming tenants?—Yes, I believe that in ordinary cases that expense is not incurred, and I know of no evil arising out of the neglect of it.

7186. You object to any interference with the customs of Lincolnshire, on the ground that no Act of Parliament could satisfactorily define the proper length of compensation suitable to each individual case?—I look upon agriculture, even now, in Lincolnshire, to be in its infancy; I think that the present system of valuation works so well, and adapts itself to all the new improvements, gradually, I admit, but ultimately, that I think we have better security, and that we feel better protected than we should do by legislative interference.

7187. In your opinion, any Act of the Legislature should leave you at the same perfect liberty as you now enjoy as to your custom of compensation?—Yes; I think no Act of the Legislature could be so comprehensive as to embrace not only what is, but what may be hereafter, made in the shape of improvements in agriculture.

7188. You have no doubt that your present system works well?—There is no doubt it works admirably.

7189. And you wish that the Legislature should, as far as Lincolnshire is concerned, let well alone?—Yes.

7190. And that if any Bill passed the two Houses, that care should be taken not to disturb your present arrangements?—Yes, exactly so, except in one point; in one clause of the proposed Bill, if that clause were carried out further, it would be better; that is as to the buildings put up by the tenant; I think it would be an admirable thing, because by the law of the land the tenant cannot remove a building which he has attached to the freehold; and therefore if any Act of the Legislature would give protection to a spirited tenant not having sufficient building upon his farm to manage it in the way that he deems it proper to manage it, that would be productive of great benefit.

7191. You think the custom of Lincolnshire is perfect, except so far as regards buildings?—I do not presume to say that; but I think it is better than it would be by a legislative interference.

7192. Although it is well known you have admirable farm buildings in Lincolnshire, you still think that the outgoing tenant might find room for improvement?—In many instances; there are cases where the landlord might not find

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find it convenient to build, or his tenure may be of that nature he may not think it right to build; we have a variety of cases where buildings are not now erected, but would be beneficial if they were erected.

7193. The Lincolnshire landlords are, generally speaking, a wealthy body, are they not?—I believe so; they are a very respectable body, and they have the full confidence of the tenantry.

7194. You have excellent courtyards in Lincolnshire, but there is rather a deficiency of shedding sometimes for the beasts?—Yes, there are in some instances, but upon large well-conducted estates I think they are pretty well off; but it is precisely in that situation that I say the Legislature would confer a benefit upon the tenant farmer if it gave him the power of removing such buildings, or entitled him to compensation for such buildings as he might have erected on the farm.

7195. Sir *C. Lemon.*] You said your reason for preferring the present system was that it was more flexible?—Yes.

7196. If any plan could be devised by which an Act of Parliament could be rendered equally flexible, that would please you as well, would not it?—I should have such great doubts upon the subject, that I should, for one, prefer being as I am.

7197. Do you not imagine that if an Act of Parliament did any more than merely establish a system of arbitration, that it would then be as flexible?—But I would never suffer the landlord and the outgoing tenant to come into collision, as they would do under your present system. Under our present system the outgoing tenant and the incoming tenant do not come at all in contact; they probably do not know each other: the outgoing tenant appoints his valuer, and the incoming tenant appoints his, and if there is any doubt they call in another party; the sum awarded is paid, and there is an end of the matter; whereas if you bring the landlord and tenant together, as it is proposed in this Bill, in most cases there is, on a tenant quitting, some little ill-feeling between the landlord and the tenant: the landlord probably is not satisfied with the tenant's management, or the tenant may not be satisfied with his landlord; in either of which cases there is not a very friendly feeling, and if you bring them into immediate collision I should fear it would produce a great deal of mischief.

7198. Is the present custom carried into operation between the landlord and the tenant, or between the two tenants among themselves?—Between the two tenants amongst themselves, unless the landlord is going to enter upon the land himself, then it is between the landlord and the tenant.

7199. Then does not it introduce confusion where the incoming tenant has to make a bargain with the landlord, and at the same time to make a separate arrangement with the tenant; in that way may not those two interests clash?—I do not see how they could clash; the bargain would be between the incoming tenant and the landlord as for future occupancy; but the question between the landlord and the outgoing tenant, or between the landlord and the incoming tenant, is merely to ascertain the value of the rights to the outgoing tenant.

7200. Is not that agreement between the landlord and the incoming tenant made with reference to the present condition of the land?—No doubt; I presume it is; the tenant would not be willing to give so much rent for a badly cultivated farm as for a good farm.

7201. The incoming tenant takes the thing as it stands?—Yes.

7202. And if the demand of the landlord is fully satisfied in that way, is not it a hardship upon the incoming tenant that he should pay the outgoing tenant also? —They are distinct properties; the outgoing tenant has a property in the soil, and the valuers have to estimate the value of that, quite distinct from any agreement between the landlord and tenant that is to succeed.

7203. Mr. *T. Egerton.*] Must not the agreement of the tenant with the landlord depend mainly upon the sum that he has to pay to the outgoing tenant; that is, must not the rent that the incoming tenant agrees to pay to the landlord depend a good deal upon the compensation which he has to pay to the outgoing tenant?—I should think not at all; they are quite distinct properties. If a tenant has woefully mismanaged his farm the landlord has his action at law against him.

7204. When the landlord makes an agreement for the rent to be paid by the incoming tenant, does not the tenant look at the farm, and seeing that it is in a certain condition, agree to pay the rent agreed upon for the future?—Yes.

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7205. And must not the sum he will have to pay to the outgoing tenant for improvements that have been made for a series of years, have a material influence upon the rent he would have to pay to the landlord for the future?—Unquestionably; and there is a benefit which the landlord obtains from having a good tenant, because by so much as the outgoing tenant has well managed the farm, by so much more rent is it worth to the incoming tenant.

7206. Suppose a tenant has to pay 1,000 *l.* to the outgoing tenant for improvements which have been made by him, and the landlord asks a certain rent according to the state of the farm, if the tenant had to pay a larger sum than 1,000 *l.* would not it materially affect the question of agreement to be made by the landlord as to the rent?—The better condition the farm is in, of course the more rent the tenant can afford to pay; he will estimate the extra sum he has to pay to the outgoing tenant in the sum that he offers to his landlord, which the rent would be set against.

7207. How does he know the amount he will have to pay until the arbitration has taken place?—He cannot until the arbitration has taken place.

7208. Then the agreement for the rent between the landlord and the incoming tenant does not arise until the compensation has been settled?—The rent does not commence; it has been arranged before that; it does not commence till after.

7209. How does he know what the actual amount will be?—If they see fit, they could keep the question open until after the valuation has taken place.

7210. What is the actual fact; how is it actually done?—I never knew any difficulty in it whatever; the valuers go and value, the sum is paid, and there is an end of it; the incoming tenant pays the outgoing tenant, and takes possession.

7211. If the bond that you mentioned just now is not entered into, what power has the outgoing tenant of recovery?—He is in possession; that is one great security; he will take care not to give up possession until he has got his right; the bond is simply to make it a legal agreement.

7212. Mr. *Moody.*] To make the award binding?—Yes.

7213. Not to affect the conditions of the award?—No, not in the slightest degree; if it is upon a very large scale, or if there is any ill-feeling or any probability of difference, then it is considered wise to have it legally done.

7214. Sir *C. Lemon.*] You say that the tenant would not give up his farm until that bond is signed?—Not until he gets his value.

7215. The resigning a farm is a question between him and his landlord?—The valuation takes place before the expiration of the tenancy.

7216. Upon the supposition of the incoming tenant not being willing to sign that bond, what is the position of the parties then?—The outgoing tenant has his legal claim; how it is to be settled I do not know.

7217. Mr. *T. Egerton.*] What would be your objection to the Act of Parliament settling the question, that, according to your own account, is sometimes in dispute; that is, what would be the objection to the Act of Parliament settling the arbitration, or the degree to which upon the occupier it shall be binding?—It is because, as I said before, the custom of the country is better; it adapts itself to the changed circumstances in agriculture, which an Act of Parliament probably could not do; the system works well now, and why interfere with it?

7218. *Chairman.*] The Committee are to take it as your opinion, that if it should be found desirable to extend the custom that works so well in Lincolnshire to other parts of England, care should be taken not to interfere with the existing customs and practice of Lincolnshire?—Lincolnshire is probably as well cultivated a county as any in the kingdom, and those counties that are badly cultivated are only just beginning to improve; they would no doubt gradually assume the very system of valuation that we adopt in Lincolnshire, it answers so well there; I think it would be much better; I believe it is not confined to Lincolnshire or Nottinghamshire, but I believe it extends very generally over the northern counties; I cannot speak positively to it, but I have no doubt that other counties that are backward in cultivation will, as cultivation improves, adopt the same rule.

7219. You decidedly wish that any Bill that may pass should not interfere with the present customs of Lincolnshire?—Most assuredly.

7220. Mr. *Moody.*] Are the Committee to understand, as an agriculturist, generally, that your opinion is that customs of this kind will spring up upon

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agriculture being practically improved?—Yes, exactly so; why should not the same effect arise from the same cause in other districts as it has done in Lincolnshire?

7221. And upon any change of occupancy that takes place, the outgoing tenant is of course bound to give up, subject to the customs of the country, and the incoming tenant to take on subject to those customs?—Yes.

7222. And the custom is in Lincolnshire that the payment to the outgoing tenant should be made by the incoming tenant, and not by the landlord?—Yes, that it should be paid by the incoming tenant, and not by the landlord; I have known instances in my own case where I have had tenants in bad circumstances; I have nominally taken the farm into my own hands in order to secure the arrears of rent.

7223. And you have stood in the place of the succeeding tenant to the landlord?—Yes; as soon as I am satisfied I hand it over.

7224. Then the sum to be paid by the incoming tenant to the outgoing tenant would be looked upon as a part of the capital to take the farm with?—Yes.

7225. And not interfere with the future arrangements of the farm?—Not in the least.

7226. You spoke of the improvements in Lincolnshire having taken place very gradually; some 50 years ago it was in a bad state?—In a wretched state; and I do not mean to say that the improvements have progressed gradually; I think we have made a very rapid stride; the introduction of the right of the outgoing tenant to compensation for artificial manures and under-draining was very gradual in its establishment.

7227. And that probably has been raised, comparatively speaking, with the drainage of the land?—We began to drain in Lincolnshire before we began the system of artificial manure.

7228. So that, taking it as a gradual progress, draining would be the first thing to be done; it would be useless to do anything else unless the land is drained?—Yes.

7229. Would the draining become general if the custom to pay by the incoming tenant were established as you have named?—Gradually; there was a great fight, and it was a long time before it was fully established; it is now fully established.

7230. And it became established by the improved system; that is, draining is part of the improved system?—It became established from the wisdom and justice of the measure, and the more it was investigated the more it was found to be just.

7231. You were asked as to custom, whether it would be binding in law; we have had it in evidence, from a lawyer of good authority, that custom has the force of law when fully established?—Custom has the force of law, I am aware, generally; but as the custom of paying for improvements made has been gradual, a great part of it would not have obtained the force of law now.

7232. As the custom becomes general and established, then it has the force of law?—Yes; everything that has been established within the last 20 years has not the force of law, but the old customs have the force of law.

7233. Do you consider that the customs you have spoken of are binding; for instance, if you were in a position to be called in as an arbitrator, would you be considered to be bound to allow those things?—If called as a juryman, I should certainly feel myself bound to give a verdict for the outgoing tenant.

7234. Supposing there is any legal enactment stating that tenants are to be subject to this custom, and so on; that is to say, if arbitrators are to be called in, would not there frequently be the same difficulty arising from payments of awards made by those arbitrators that there are now when arbitrators are called in; supposing that the outgoing tenant and the incoming tenant cannot privately make their arrangement as to the payment to be made from the one to the other, an arbitrator would be called in to settle it between them?—No; the outgoing tenant and the incoming tenant, according to the custom of our country, never come into contact at all; the outgoing tenant appoints his valuer, and the incoming tenant appoints his valuer, and they appoint an umpire.

7235. That is what is proposed by the enactment?—Yes, that is our custom; that custom is unquestionably the law of the land, and therefore why interfere with it?

7236. Then supposing there to be an enactment adopting that same mode of doing things, might not there be the same difficulty arise as to the payment of the sum fixed in the award as there is now in your case occasionally: you spoke about the difficulty of altering customs?—I said that it was a question that other gentlemen who would be examined could answer better than myself; I do not know what, except an action at law, could settle it.

7237. There would be the same variance of opinion that there is now?—It must be final; the umpire must decide one way or the other.

7238. In your case they bind themselves under penalty to agree to the award? —Yes; that is not a common practice, it is only practised where there are great difficulties and doubts.

7239. *Chairman.*] In your opinion a new custom becomes valid when it has been established 20 years?—I have understood that to be the law of the land.

The Rev. *Christopher Neville,* called in; and Examined.

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7240. Mr. *Newdegate.*] YOU are a landowner in Nottinghamshire?—I am.

7241. Do you hold any land in your own occupation?—About 300 acres.

7242. Have you paid considerable attention to the question of agricultural custom as it exists, and have you also considered the propriety of legislative enactment upon that subject, first as regards the existing custom, its alteration or its extension?—Yes, I have.

7243. You have written upon the subject?—I published a letter to Mr. Pusey.

7244. Are you of opinion that it is desirable that the Legislature should interfere in this matter?—I think not, as far as my experience goes.

7245. Your experience extends not only to Nottinghamshire, but also to Lincolnshire?—Yes, I know Lincolnshire very well.

7246. Would you have the goodness to state the reasons which induce you to believe that a legislative enactment is not desirable in the counties to which you have referred generally?—I see things go on extremely well, and I would not interfere with them; in general I should imagine that it is a bad thing to interfere between two free agents who are perfectly free, the landlord on the one hand and the occupier on the other; it is a bad thing to interfere by legislative enactment; and my objections to any Act of course would depend upon how far the Act went, and what the provisions of the Act were.

7247. Do you think that if the enactment extended to the system of valuation between the outgoing and incoming tenants, and to the liability of the landlord to the outgoing tenant for compensation, that it would be objectionable?—If liberty was given to the occupier to improve at his option, and the landlord was obliged to compensate, or find another occupier to compensate, I conceive it would be objectionable; and if there was any clause in the Act to allow the landlord to evade the Act, or to provide that it should not apply, it would leave the landlord and tenant at liberty as they are now, and I think it would perhaps only create unpleasantness between the two parties, without effecting anything.

7248. Have you lately purchased an estate at Wyston, in Nottinghamshire?—I have.

7249. Do you find that the payments upon entry upon the custom of that country are the same as those in Lincolnshire?—No, they are very much heavier at Wyston. The occupier there has a right to the following crop; we have not that at Thorney; my farms at Thorney are not let with the claim to the following crop, at Wyston they are; therefore the sum to be paid is much heavier by the incoming tenant; our entry is not so heavy; the seed and labour, and various items, do not come to so much as where the following crop is allowed.

7250. In which of those respective districts is the agriculture the best, where the payments are the heaviest or where the payments are the lightest?—My experience is so small in that way I can hardly say; I do not know of my own knowledge; I should say Lincolnshire was far superior to this estate at Wyston in cultivation.

7251. And are the payments in Lincolnshire lighter than at Wyston or heavier? —Lighter, because the occupiers who have applied to me for farms at Wyston, who lived in Lincolnshire, objected to the heaviness of the entry.

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7252. Do you consider yourself bound by the custom of Nottinghamshire in respect of the estate you have lately purchased there?—Yes, I certainly do.

7253. And you find that a practical inconvenience with respect to letting or occupying that property?—I have only had two or three farms to let at Wyston, and although it is a great inconvenience to me, I have considered it on the whole best to relieve those farms of this heavy tenant-right and charge interest upon it to the tenants; that was what they proposed to me, and I thought it desirable to have the men who offered to me, and to meet them I agreed to relieve them of the extra tenant-right, if I make myself understood, and to charge them the interest of the capital to pay me the interest.

7254. In speaking of the extra tenant-right, you mean that, over and above the custom which prevails in Lincolnshire?—Yes, the following crop for instance.

7255. And the result of that extensive tenant-right has been an increase of rent in the form of interest upon those payments which you have made, to be exacted from the present tenants?—Yes; my agent fixed the rent upon the farms, and when the tenants found out that it was a very heavy entry, they said it would answer to them to pay me interest upon the extra outlay for the following crop and add it to the rent, if I was able to do so or willing to do so, because the capital would be of more use to them in working the farm than it would be in the farm itself; I conclude they meant that it was worth more than the interest of five per cent. to have the free use of the capital to work the farm annually.

7256. If you had not bought off this extra tenant-right, your tenants would have been obliged to do so, and would have been to that extent incapacitated to make future improvements?—Yes, they would have had a heavier entry. So long as they occupied the farm that money would have been safely invested, but it would have been only invested; it would have been locked up.

7257. Is your estate at Thorney entailed?—Yes, it is.

7258. Do you consider yourself bound by the agreements made by your predecessor?—Yes.

7259. And by the custom of the country?—Yes, both. I certainly do not understand the law upon the subject, but I imagine that in law I am bound.

7260. In the event, supposing such a thing to happen, as your personalty being inadequate, your successor would not be bound by the agreements that you make yourself?—That is a legal question, which perhaps I am not qualified to answer.

7261. In the case of a tenant for life, he is unable to charge the property for any purpose beyond his own life; is not that the case?—No, he is not, I believe.

7262. The compensation in that case to the tenant must rest upon his personalty?—I imagine that any agreement that he made, if in accordance with the custom of the country, or anything like the customs of the country, which customs are very various, would be binding on the property, just as an ordinary tenant-right would be.

7263. Upon his personal property or upon the estate?—Upon the estate, I imagine.

7264. Supposing that were not the case, do you think it desirable that it should be made binding upon the estate?—Certainly, I think if it is not so, it should be made so. I should be quite in favour of such an alteration. I think that an owner of property for life ought to have the means of binding his successor by any agreement that would not injure the estate.

7265. So far, then, you are in favour of an alteration of the present law of entail, as to enable the tenant for life to bind his successor in a reasonable sum for compensation to the tenants for improvements?—Yes, certainly.

7266. What you object to is the extension of legislative interference as to the valuation of improvements, or to a system by which that valuation shall be ascertained and enforced?—Yes; I conceive a freedom is wanted in an entailed estate, and anything that would give the utmost freedom ought to be given to the owner. The part I object to is anything that would interfere with my freedom; that is, obliging me to let my estate upon any terms that may be supposed to be good, but which I do not like or approve of.

7267. In fact, you think that an enabling enactment as to the present holders of entailed estates is desirable, but that anything in the shape of compulsory regulation for the letting of land is highly objectionable?—Yes, that is what I think.

7268. Have you reason to believe that that opinion is generally entertained throughout Lincolnshire and Nottinghamshire, either by the landlords or by the tenantry, or by both?—I know a great number of the large landowners in the county of Lincolnshire, and I am quite sure that they object very strongly as a body to anything to regulate or to interfere in any way with the terms upon which they let their estates; but I cannot recollect hearing any of them express themselves in favour of the other opinion I have given as to the entailed estates. I could not speak to my own knowledge as to what their impression would be.

7269. As respects their opinion then, as far as you know it, it extends merely to this, that they object to compulsory interference with the management and the letting of their own property during their lifetimes?—Yes, that I believe to be the case.

7270. Supposing that the principle of compulsory adjustment were adopted with respect to agriculture, can you see any reason why it should not be extended to other trades and other property engaged in it?—No, I do not see any reason why I, as a landowner, or any other landowner, should be interfered with, even for his own supposed advantage, if you do not interfere with any other trade. I do not see why a distinction should be made between a landowner and the owner of a mill.

7271. Your view of the case is then, that land is an instrument, and that rent is the hire paid for it?—Yes.

7272. And that it ought to be considered in the same light as any other instrument for production or manufacture?—I think so; that is my impression.

7273. Are you of opinion that if regulations were imposed upon the conditions for letting land, and for the mode of final settlement on the tenant leaving his occupation, that such regulations would affect the amount of rent?—I should say, certainly, in my own case, decidedly it would; and many other gentlemen whom I know say so. If any enactment was to pass to enable the tenant to improve, and to claim from me hereafter for that improvement, I should be obliged to raise my rent, because my plan has been to let land at a low rent, or at a moderate rent, to parties you know and see will improve, and are improving it. I sacrifice a considerable part of my fortune, and large landlords still more, in that way, to enable our tenants to improve our property; therefore if I were answerable for whatever they might lay out in improvement, I should be obliged to raise my rent to meet those claims, as an act of justice to myself.

7274. You consider rent then as only one among the other conditions of agreement between landlord and tenant, and that the principle of legislative interference which interfered with the other covenants cannot be held separate in its operation from land?—No, I cannot myself see, except the rent be regulated by a forced valuation, how the Act of Parliament could be carried out, because I ought to have the power to agree with the occupier, and the occupier ought to have the power to agree with me, to relinquish any such claims for a lower amount of rent, fixing the rent, which is what we do now, upon express stipulation; so that except the rent was fixed, I do not see how the tenant would be secured or protected.

7275. In the event of an excessive tenant-right being due on the tenant leaving the farm, and the owner being unable to raise the rent in proportion, or to obtain a tenant, the landlord would be in the position of having a large payment to make without being able to compensate himself by increased rent from the incoming tenant?—Yes, he would, and then he might not have the means of making the payment; there is, besides that, both the interest and the capital to consider; if two or three other farms were thrown on his hands, and he did not happen to find an occupier able and willing to take to those improvements, he might be called upon to pay an amount of money inconvenient to him.

7276. And the result of that would be, that he would become liable for money, over the expenditure of which he had had no control or direction?—Yes.

7277. You are of opinion that the tenant-right, as it exists in Lincolnshire, is satisfactory?—I think it is, but improvements are made repeatedly. I think the agreements now are very good; we have been altering our agreements as we find anything advisable; for instance, I had heard that Lord Yarborough had allowed oil-cake to the extent of one-third, but the occupiers of my farms never had any claim, so I voluntarily offered, and they have agreed to it, to let it by agreement, that they should have one-third of cake, and I conceive that improvements may be made in time to come. I imagine that an agreement between the landowner and occupier is as capable of improvement as anything else,

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else, and as improvements are made, the thing will be found to answer, and the landowners will be desirous of making them; but I was under the impression, which I confess probably may be an erroneous one, that my son and heir would be bound by this agreement. I imagined that if it was a reasonable agreement, though the estate was entailed, he would be bound to fulfil this provision as to the oil-cake.

7278. You think it desirable he should be so bound?—Certainly; I thought he was; I did not understand the law, and so very probably was mistaken. I was doing what I supposed would be binding upon him, and it would be unfair to the occupier if it was not so.

7279. With respect to the buildings in Nottinghamshire and Lincolnshire, are they generally adequate?—I should say in Lincolnshire, on the wolds, and cliff, and heath, they are, on the whole, adequate and very good; but I imagine in what we call the flatter parts of the county (I do not know the fens at all), but in the strong districts, the low districts, that they are not adequate at present.

7280. Do you think that that arises from the want of capital to erect them on the part of the landlord?—From not being able to expend his capital in that way.

7281. Do you think it desirable that an agricultural tenant should be placed in the same position as a tenant in trade with respect to fixtures, namely, that he should have the right to erect fixtures and to remove them, without damage to the existing buildings, on quitting his occupation?—I think if the general law of the land was altered it would be a good thing; supposing there was no agreement that he should be allowed to remove them, if he left the buildings in the state he found them, except the landlord chose to take them at a valuation, I see no objection to that.

7282. Do you know the general bearing of the custom in Lincolnshire as to what particular improvements that extends to?—As to tenant-right?

7283. As to the custom, as distinguished from agreement?—The custom seems to vary so much on different estates in draining; I believe at Thorney they have; on those farms of mine the draining spread over three years, they being used to do the labour; but it varies so, I am hardly able to say what the general custom of the country is as to permanent improvements; it has not been the practice for the occupiers to make the permanent improvements generally.

7284. But according to the varying systems which prevail in those limited districts, has that custom the force of law, independent of the agreements?—I believe it has; that is, I believe I am bound by law to allow the drainage for three years, but I am not sufficiently well informed in the law of the case to state positively how it is; I believe no case has ever been tried; I certainly never recollect an instance of a lawsuit upon the subject, nor do I know what the issue of any legal trial upon the subject would be; I myself should never think of litigating it.

7285. It was under that impression that you purchased the tenant-right on your property at Wyston?—Yes; as a man of honour, if they had a claim to it, I would not have litigated it; my impression certainly was, when I bought the estate, that I bought it with the custom, which I could not have legally avoided.

7286. Are you of opinion that the custom which prevails in Lincolnshire has tended to the improvement of agriculture?—Yes, I think the agreements have been very useful.

7287. You mean the agreements under the custom?—The agreements and the custom together; the remuneration they receive has been of service generally.

7288. Do you think it probable that the custom of Lincolnshire will extend with the improvements of the cultivation to other counties, first to those adjoining, and then to those more distant?—I conceive it must spread now rapidly. My own feeling is, that the occupiers will be unable to farm the land, except they can get liberal agreements; that the landowners will be obliged to give such agreements as will enable them to farm as well as they can, or otherwise they must let the land at a low rent, or not have it farmed at all. What I mean is this, that I ought to be able to give the tenant every advantage, by an agreement that does not injure me.

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7289. You think that the general custom of the country will so operate as to establish the custom in favour of the tenants without legislative interference?—I think it must, as far as my opinion goes.

7290. And now that a certain system of free trade has been adopted, this necessity will become more imperative than hitherto?—Yes, certainly.

7291. And you base your opinion upon the fact that the custom of Lincolnshire has grown up whilst legislative protection was extended to the agriculturists, when the necessity for it was less pressing?—I believe that with regard to what has grown up from the liberality of the landowner, they will be obliged to do from necessity what they have in many cases done from liberality and the spirit of improvement.

7292. Where land has to be brought into cultivation, as it has been in Lincolnshire, extensively, will not the establishment of custom be tantamount to compulsion upon the landlord, to enable him to obtain something?—I think that in many cases, in the heath districts for instance, it never could have been brought to the state it is now, except liberal agreements had been given, and except there had been security; I think the agreements have had a great deal to do with it, but the feeling of security has had more; that is, the feeling of security that if a man improved his farm, he would have it a sufficient time to get reimbursed.

7293. You are of opinion, then, from what you have seen in Lincolnshire, that the necessity of the case is sufficient compulsion to establish an adequate custom throughout this kingdom, and that trusting to that necessity is preferable to enforcing customs by legislative enactments?—Yes, that is my impression.

7294. Mr. *Hayter.*] Has this custom which prevails now in Lincolnshire within your knowledge extended; that is, does it extend over a larger area now than when you were first acquainted with it?—My knowledge is very limited; excepting Lincolnshire and the adjoining county of Nottingham, I have only a general knowledge and acquaintance with the country.

7295. You assume that the custom will extend, because such custom has been found beneficial both to the landlord and the tenant; was that the ground of your belief?—Yes.

7296. And when you state this custom has grown up from the liberality of the landlords, it is to be presumed that you do not mean to say it is not a custom advantageous to both parties?—No.

7297. You were understood to say that was a custom that had grown up from the liberality of the landlords?—I intended to say, that I did not consider that the landlords had been so obliged to grant liberal agreements as it was supposed they would be obliged to do under the competition of free trade; but that it is the greatest interest of the landlord to grant liberal agreements to his tenants.

7298. Are the Committee to understand the word liberal in this sense, that you mean by liberal, a disadvantage to the landlord, and benefit to the tenant, or a liberal agreement beneficial to both parties?—I ought to have said, instead of liberal, enlarged agreement; I did not mean liberal in respect of one party sacrificing his interest to another; I meant enlarged and free agreements.

7299. Is it then your opinion that those agreements or those customs are agreements or are customs advantageous to both landlord and tenant?—Yes, certainly.

7300. Both parties are benefited by them?—Yes.

7301. And you think that because it is so beneficial both to the landlord and tenant, it is a custom that will be the more active, in all probability?—Yes.

7302. And fill a wider area?—Yes.

7303. Mr. *T. Egerton.*] You said that you thought one of the evils that might arise from an agricultural tenant-right Bill might be, that a person would find himself with two or three farms on his hands, he not being able to find tenants for them, and therefore having to pay, himself, a very heavy compensation?—Yes, I did.

7304. Will you take the case of a landlord in the county of Lincolnshire, or in any other country; under the custom of the country the tenant would have a right to call upon the landlord to pay a compensation to him, the outgoing tenant; in Lincolnshire, and in the other counties which you refer to, as in Nottinghamshire,

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tinghamshire, the custom being to give certain rates of compensation to the outgoing tenant, supposing you could not find a tenant for a farm in those places, who would be liable to pay the compensation?—I believe the landowner is answerable in the end.

7305. Then, in fact, under the custom of Lincolnshire, a person would be placed in no different position to what he would be under the present Bill?—I consider the tendency of the present Bill will be to allow more extensive improvements to be made; that then any occupier might under-drain the whole and carry on heavier improvements; and that would form an additional claim, and make it heavier than now.

7306. Then your objection is not so much to the principle of the Bill as to the extent to which it goes?—I object to the principle as far as it interferes with the free agency of the two parties.

7307. What is the distinction you draw between compulsory arrangements between landlord and tenant under the custom of the country, and compulsory arrangements between landlord and tenant under an agricultural tenant-right Bill?—As the matter stands now, I may if I choose say to the person who quits the farm, "I will satisfy your claims," but to the new tenant I would let the farm against the custom of the country, without any compensation whatever; but if it were made law I could not do it; I can now alter the custom of the country by private agreement.

7308. Is it the fact that in Lincolnshire, by private agreement, you can counteract the custom?—Yes.

7309. Can you speak of your own knowledge to facts of that kind, because it is understood that where there are customs having the force of law you cannot by private agreement contravene the custom, which has the force of law?—As regards the occupier of a farm I am obliged to satisfy the custom of the country, but I can have any agreement I please; but if I allow him to go in without an agreement, I believe it is assumed in law that in the absence of any agreement each party is supposed to be regulated by the custom of the country, or the custom of the estate; but if I choose I could draw an agreement for a farm, in Lincolnshire, say, completely opposed to the custom of the country.

7310. Do you state that as a matter of fact?—I believe so quite certainly; but I should be obliged to satisfy the party in the farm.

7311. Mr. *Hayter.*] The custom naturally prevails where there is no agreement?—I understand so.

7312. Then the custom becomes the law of the land?—I believe an agreement overrides the custom entirely; the custom only comes in where there is no special agreement.

7313. You were asked as to a landlord, under those circumstances where the custom prevails, having two or three farms thrown upon his hands, he being obliged to pay a large sum in the shape of compensation. Is not it also possible that that may happen where the custom does not prevail; supposing the same thing to happen under both those circumstances, which would be most advantageous to the landlord, he being in the situation of having three farms thrown upon his hands, independent of the custom of Lincolnshire, or in the position of having three farms thrown upon his hands where the tenant-right does prevail; which state of things would the landlord be best placed in?—That depends upon the degree of mismanagement on the farm.

7314. In which case is there the greater probability of mismanagement; in the case of a farm where there is no tenant-right, and therefore where the tenancy is put an end to at the end of the lease, or where a tenant-right does prevail?—Where a tenant-right prevails, the farms are better cultivated, on an average.

7315. Taking it as an average, in which case would you conceive the landlord to be placed in the better position, where he has those farms thrown upon his hands where the tenant-right prevails, or where he has three farms thrown upon his hands where no tenant-right prevails; which would be the more advantageous position for him to be placed in?—I am not arguing that the landlord would wish to let his farm without a tenant-right. But I am doing what I have stated now; I am over-riding by an agreement the custom of the country. I think the custom is bad, and I feel I can do as I wish.

7316. *Chairman.*] Will you state to the Committee what are the peculiar tenant-rights which you are buying off on your property at Wyston?—The following crop is the principal one.

7317. You have informed the Committee that the expense of the entry in Nottinghamshire is heavier than in Lincolnshire?—Not all over Nottinghamshire, because at Thorney it is a Lincolnshire tenant-right; at Wyston it is a heavier tenant-right.

7318. Are we to understand that the excess of the tenant-right in your neighbourhood at Wyston is in the nature of compensation for improvement, or in consequence of the right of the outgoing tenant to take the away-going crop?—I do not think it is in the light of compensation for improvement, but the principle I imagine is, that he would be induced to carry on a good crop when he is paid for it to the last.

7319. Are the Committee to understand that compensations for artificial manures, or for food, are not heavier at Wyston than in Lincolnshire?—No, I think not.

7320. You are aware that an away-going crop is a practice that prevails in many parts of England?—Yes, I believe it is; I do not know the practice of any other counties except Nottinghamshire, Lincolnshire, and Yorkshire; I believe in Yorkshire it is the custom of the country for the tenant to have the outgoing crop.

7321. Is the time of entry the same in Lincolnshire as in Nottinghamshire?—I believe it is the 5th of April; that is the general time; there are some farms in Lincolnshire held from the 13th of May; I believe where the landlords have altered the entry, they made them Lady-day.

7322. What you consider especially objectionable as the charge to the incoming tenant is, that the following crop should belong to his predecessor?—I think that it is an injury to the occupier of a farm, because it absorbs so much more of his capital, which is then locked up.

7323. You have stated that you sometimes let your farms at a lower rent, with a view to the improvement that may be effected by the tenant; are those farms let out on lease, or from year to year?—From year to year. I have only had the estate at Thorney for three years; my father held it for 20 years, and his plan was to let the farms from year to year, but to let them at low rents, if the parties he thought would improve them; he saw them improve them, and if they had not he would raise the rent, or not let them stay.

7324. What is the peculiar kind of improvement?—The cleaning of land, the getting of hedges in better order, using cake for stock, the getting of land into better heart and general cultivation; not any great outlay in draining, but in the general state of the cultivation of the farm; that would take some time to do.

7325. Still you have thought it expedient to give compensation for cake to the outgoing tenant?—Yes, I thought it would be an inducement to use more cake, and it is; they appear now to use more than they did 20 years ago.

7326. What is the kind of improvement which you think would be so heavy an outlay as would inconvenience you perhaps, in the event of the farm being thrown out, if that were made without your control?—Under-draining; at Thorney the land is drained, a good deal of it; I am now draining it, and it is drained under one of the Government loans, so that it might not apply at Thorney, but it would at Wyston. Many landowners, if a tenant under-drained the land at a heavy expense, and it is often under-drained at 5 *l.* or 6 *l.* an acre, would not be able to meet it; that might be largely done by several tenants, and that might cause a very heavy payment to fall on the landlord.

7327. You would object to the tenant having an unlimited power to drain without the previous consent of the landlord?—Yes, certainly.

7328. Are you aware how long it takes to establish compensation as a legal custom?—No, I do not know that.

7329. Have you heard another witness state that 20 years are required to make a custom imperative; are you of opinion that only a shorter time than that would be necessary?—I did not hear that; I do not know how many years it will take.

7330. Are you aware whether the custom of compensation has spread from the Lincolnshire wolds to the Yorkshire wolds?—No, I am not certain; I am not so well informed as to the system of compensation in Yorkshire; I have merely

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merely understood that it is a heavier entry; the away-going crop in Yorkshire is a tenant-right, and it is not in Lincolnshire.

7331. Mr. *Newdegate.*] Are you not of opinion that in Lincolnshire the custom has increased correlatively and contemporaneously with the extensions of improvements in agriculture?—Yes, I think that is the case.

7332. Are you not of opinion that the more rapidly agriculture improves the more rapidly will the custom extend in other countries?—I think they are sure to do so.

7333. Do you consider that the custom has been the origin or the consequence of improvement?—They have acted and reacted on one another; I can hardly say that; it has been the means of improving certain estates, and then persons on other estates, in consequence of the good effects of our agreements, have adopted them.

7334. Have not the improvements generally preceded the custom?—Yes, I should think they have.

7335. That is the general manner in which custom has hitherto been established; then it grows out of the improvement, and confirms the system of improvement originally established?—I think it does.

7336. And you think that is the most advantageous system upon which compensation could be established in any district under custom?—Or by agreement; free agreements between the parties, whether it is donn by the custom of the country or by special agreement, the object is answered.

7337. And you think it is better to leave that to the natural operation of external circumstances than to enforce it by legislation?—I think so.

7338. Have you known any difficulties arise with respect to the valuations made under the custom of the country in Lincolnshire or Nottinghamshire?—I believe disputes often do arise; but the occupier leaving a farm chooses a valuer and the other party chooses another, and they have arbitrators who decide it; but I imagine that under any great improvements, such as under-draining, that the arbitration would not be so easily made as if an occupier under-drained only upon the authority of an Act of Parliament giving him the right to be compensated; it would be difficult indeed justly to value that when he leaves a farm.

7339. Do you think it would be possible to establish a system of valuation by Act of Parliament that would be applicable to the whole of England?—I feel sure it would not, because it would not do to go upon the sum laid out, because it might be badly laid out; and to know the improvement made you would require to know the state of the farm when the tenant entered, which might not be known.

7340. Might not the same difficulty arise also as to the length of time over which the instalments of the compensation should be extended?—I think so; there are parties who have told me differently; some parties have maintained that three years was sufficient for draining, and others 10 or 12.

7341. You are therefore generally of opinion, that the only legislation that could be adopted advantageously is that which will enable the tenant in tail to bind the estate to a reasonable amount, and the alteration of the law with respect to fixtures, so as to place the agricultural tenant in the same position as the tradesman and manufacturer?—Yes, I think so, and I think one thing beyond that might be done, that the owner of an estate entailed might be enable to lay out money himself, and charge the estate with it, under proper restrictions; for excepting for the Government loan, I could not have improved my property by any permanent outlay at all. I think it could be done either way; that the landlord should do it and charge the estate with it, or that the occupier should do it under an agreement for compensation.

7342. And do you think that the law with respect to fixtures should be placed on a similar footing with respect to agricultural property as it exists with respect to trading property?—Yes, but I do not think an occupier should be authorized to erect any buildings against the consent of his landlord, but the general laws should be altered so that if any agreement were made, he should, by the general law, be able to take them away, except the landlord chose to take them at a valuation.

7343. With regard, then, to those two last particulars you have enumerated, you think a legislative interference would be mischievous?—I think so.

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7344. Mr. *Newdegate.*] YOU reside at Leyfields, near Newark, in Nottinghamshire?—Yes.

7345. And have been a large occupier and owner of land, and you are now or have been a considerable agent for extensive estates in various localities?—I am owner and occupier to a considerable extent, and am agent for property, and have been so for many years.

7346. In what counties or districts?—Nottinghamshire and Lincolnshire.

7347. With respect to Lincolnshire, are most of the farms held on lease, or by yearly tenure?—As far as I know, a great part of them by yearly tenancy.

7348. Are leases generally desired by the tenantry?—I am not aware that there is the wish or desire to have leases.

7349. Have they compensation clauses generally in the agreements by which the farms are held from year to year?—Yes.

7350. Are the improving tenants of Lincolnshire practically secure in their holdings?—So far as has come to my knowledge, certainly.

7351. Are you aware of any instances of arbitrary ejectment by the landlord, and of consequent loss of capital by the tenant?—I do not know a single instance in either county.

7352. Are you acquainted with the agricultural custom as it prevails in Lincolnshire?—Yes, to a considerable extent.

7353. Has that operated to secure tenants compensation for the outlay and expense in improvements?—Yes; the tenant has confidence that he shall, and he does, receive the benefit, in all cases I am aware of, where there is improvement; I do not know a single instance where a tenant has not done so.

7354. And the improvements in Lincolnshire are as extensive, if not more extensive, more permanent, and more advantageous, than in any part of England?—In some parts there have been very great improvements, and in others improvements are wanted; speaking generally, very great improvements have been made in the county of Lincoln, within my knowledge.

7355. Yours perhaps is the county of England in which agriculture has improved more than in any other?—I have seen very great improvements made in several counties, but in Lincolnshire there are parts that were waste within my knowledge that are now yielding very great produce, extensive tracts of land.

7356. And the custom of Lincolnshire has grown up with the improvement of the farming?—Yes, and I may add that I think the custom of Lincolnshire is less to the tenant than in most counties; that is, that the allowance to tenants in Lincolnshire is generally less than in many other counties.

7357. Of what other counties do you speak?—I would speak of Yorkshire, and part of Nottinghamshire and Derbyshire.

7358. Is the agriculture of those counties generally better than the agriculture of Lincolnshire?—I think where the tenant-right in Nottinghamshire is similar to that in Lincolnshire, it may be said to be the best farmed part of the county; where the tenant-right assimilates: what I would say is this, that where the following-crop system prevails, the cultivation is worse than where the tenant has not the right of the following crops, speaking generally.

7359. Does the custom of Lincolnshire include the following crop?—I am not aware that there is a following crop in Lincolnshire; I am hardly aware of any.

7360. The fact is, that the custom in Lincolnshire, though not so extensive, is more confirmed and ascertained than the custom in any other county you are acquainted with?—No, I do not know that; I think in Nottinghamshire it is as well defined as in Lincolnshire, and also in Yorkshire it is defined; but the custom in a great part of Yorkshire is very heavy indeed, what is called tillage and half tillage; and a year and a half manure is paid for upon entry in some parts of Yorkshire, in others the following crop without payment of rent or rates; the tenant taking the following crop without payment of rent or rates.

7361. Do you think these heavy tenant-rights tend to the improvement of agriculture?—No, I think not; I think heavy tenant-right retards improvement.

7362. Do they lead to improvidence on the part of the tenant in possession, and

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and incumbrance upon the tenant who succeeds him?—I think it may be stated that the incoming tenant is merely the representative of the landlord; the landowner is the person to whom the outgoing tenant looks for his tenant-right, and, in many cases, if he treats with the incoming tenant, it is with the understanding that the landlord is responsible; the outgoing tenant, in fact, has nothing to do, unless he chooses, with the incoming tenant; it is upon the landlord that his claim is.

7363. Then he practically, under the custom of the county you alluded to, can recover from the landlord?—Yes, whatever his just claims are, his only remedy is against the landlord.

7364. Is that remedy effectual?—It is effectual in this way; where a tenant has entered upon land and paid for any rights whatever, with the sanction of the landlord or his agent, I apprehend he is entitled at law to the amount upon the same system at quitting.

7365. But without any agreement with his landlord, supposing he has taken the farm upon the bare understanding that he is to pay so much rent, will or will not the custom of the country secure him for improvement?—That I think would depend upon circumstances: if the former tenant had a good title to what he charged the incoming tenant for, then he has a legal claim; if he had not a good title, of course he would not have a legal claim upon the landlord, and therefore it is incumbent upon every tenant taking a farm to have the sanction of the landlord or his steward to the terms of the tenant-right he is charged with; then I think he may be said to have a good title to be repaid.

7366. Then practically the custom is this, that when the tenant undertakes improvements, take, for instance, on improved land, he must in the first instance have the consent of his landlord to those improvements?—I think so; but this may be said, if he took a farm, and a part of that farm was arable, and certain tenant-rights were upon that arable land, and he improved the waste land or inferior land, he would have the same claim, in the absence of any agreement for the land that he had improved, that he had to the originally cultivated land.

7367. Because it would be assumed that he improved that land with the consent of his landlord?—I think it must be stated that he held that under the same conditions that he held the other, and therefore he would have a good title.

7368. Take an instance, by way of illustration, of a tenant taking land in the same state that the heath was, of rabbit warren. Supposing that he drained it, and improved it, and brought it into cultivation; if he did that with the consent of the landlord, he would, under the custom of Lincolnshire, be entitled to compensation for all unexhausted improvements?—In that case the plan would be to have some definite understanding as to whether there was a tenant-right upon it. In the absence of that he would have a good claim by the custom of the immediate neighbourhood; of course he would be authorised to claim upon the custom of the neighbourhood, and that is, if a year's rent and rates were allowed to the outgoing tenant for summer fallows in the immediate neighbourhood, that tenant would claim them, and if it went to a jury I think he would get the amount.

7369. You have no doubt that he would recover the amount?—My impression is so; that he would have a very strong case for the jury, and would obtain a verdict, inasmuch as it would be assumed and held that he was under the same custom as the neighbourhood.

7370. The custom of the neighbourhood in that case would be operative to his advantage?—Yes; and I would say further, that unless an agreement was made as between the landlord and tenant upon the taking of such a tract of land, the court would admit that custom, and would agree to allow it *à priori*, as if it were put in the shape of agreement; I mean such as Lincolnshire heath, or as the wolds when in a state of rabbit warren.

7371. You are of opinion, that independent of any consent of the landlord, a jury would award compensation under the custom of the country?—According to the immediate neighbourhood; if there were a number of customs it would be a matter of doubt; if on one side a year's rent and rates were allowed, and on the other side of the land a year's rent and rates were not allowed, it would be a doubtful matter which way it would turn; therefore, an agreement seems desirable in every case.

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7372. The fact of the case then is, that as improvements extend in each district, the custom becomes thereby confirmed?—Yes.

7373. So that the custom is the consequence of the improvement?—Yes; for instance, if the tenant had not that right he would certainly not have a sufficient inducement to improve. Take, for instance, a rabbit warren; if he were not paid according to the present Lincolnshire custom, he would not have sufficient inducement to set about the improvements.

7374. But the fact of the case is, that in Lincolnshire, upon the heath for instance, the custom has grown up with the improvement of the cultivation, and is now fully established?—Yes, certainly; when it was in a state of rabbit warren there was no custom, but when it came into the state of other cultivated land, then the same custom has followed almost as a matter of course; and I think that the most advisable tenant-right is, that the tenant should be paid a year's rent and parochial rates for all lands summer fallowed, which is the case in the greater part of Lincolnshire: if he takes a green crop, then there is not any allowance for rent or rates; that has been generally the case in Lincolnshire; but if he purchases manure for the green crop, he is paid for that; generally, I believe, that is done; therefore a tenant, though he has taken the green crop, is still entitled to the full value of the manure he laid on; and with regard to that green crop, the better the green crop the better the succeeding crop of corn, and the land is in altogether a better state.

7375. What is the custom of Lincolnshire for compensation for drainage?—I believe it is very variable; that is a custom that has risen entirely since I can remember. I do not suppose that 30 years ago a single penny was paid to the outgoing tenant for drainage, certainly not 40 years ago, and then very little was done; but to induce tenants to drain, the custom has arisen, and I believe, in many cases, where the tenant finds the tiles and all the labour, he is allowed for seven years, deducting a seventh part every year, until the whole is exhausted; in some other cases, where the tenant finds labour only, he has then an allowance of three years upon the labour. I can speak to one case particularly, on an estate I have the management of; the landlord finds the tiles and pays the expense of the man laying them down, and the tenant does everything else, and he is a tenant from year to year; that is a case I can speak particularly to; but I hold that where the landlord chooses to find tiles, the tenant has no claim; although on every adjoining estate there may be an allowance for tenant-right for labour, there is no legal claim against the landlord where it is done under a verbal agreement that the landlord provides the tiles, and the tenant finds the labour.

7376. In such a case as that, supposing recovery were sought, would not the custom of the district be pleaded, and would not compensation be recovered by a jury?—I think not, if it could be proved there was an agreement for the landlord to find the tiles and the tenant the labour.

7377. Then the bearing of your answer would be, that where the larger part of the expense is borne by the landlord, the custom has been in all cases operative?—No; the custom of allowance to the tenant is not operative; I suppose that is the way in which I am to understand the question. Upon a large property in Nottinghamshire for a great number of years the arrangement is always that the tiles are given and the tenant pays for the labour, and there is no claim for tenant-right; and a very great improvement is made at the joint expense of the landlord and tenant, and there the tenant is as safe as if he had a lease; I do not think, literally, any of them would have a lease if it was offered them, on that estate.

7378. Is it possible by legislative enactment to form such regulations as shall adapt themselves to the varying circumstances that you have described?—I think it quite impossible, the circumstances are so variable; there are some cases in which legislative enactment would be beneficial, but as a general measure I think it could not be acted upon.

7379. Are the tenantry of Lincolnshire and Nottinghamshire generally content with the custom as it exists and operates?—The custom which is most approved both by the landlord and the tenant is this: I have said that there is an allowance of a year's rent and rates for land fallowed, and payment for a year's manure made upon the farm where the tenant has paid for it on his entry, but not otherwise. In some cases tenants have paid for a year's manure upon entry, and in others they have not; but I am decidedly of opinion that it is advantageous to both

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both landlord and tenant that the tenant should be entitled to a year's manure, and for this reason: a tenant upon quitting, if he is entitled to a year's manure, would leave the manure better worth the next tenant having and paying for than having the other for nothing, because he would, if he had no interest in the manure, sell off his stock and leave the manure little better than straw; that is one of the allowances that would be beneficial to all parties.

7380. Does that system of allowance prevail in Nottinghamshire and Lincolnshire, and is it extending?—It prevails more in Nottinghamshire than in Lincolnshire; there are estates in Lincolnshire where the tenants have not that right, and should have it; I would create that right in every case; that is, I would value the manure at the end of the current year in each case, and let the tenant have the advantage of the surplus value, if it was proved there was any, upon his quitting.

7381. Would you do that by a law?—Yes.

7382. Would you specify that particular allowance by law?—No, I think not, unless you make a law applicable to those who are only tenants for life, or to the estates of the clergy, who, in fact, are only holding for their lives; there I think it would be advisable perhaps to make an enactment, so that tenants for life should not suffer, and that their executors should not be subject to any payment if the tenant for life did no more than the custom of the country, that is, than what was generally done; and to that extent he should have power to bind his successor.

7383. Do you mean that you would so far realise entailed estates as to give the custom of the country the power of operating upon them, or do you mean that you would make such payments as those you have alluded to, such as the dung, imperative and compulsory upon the holder of entailed estates?—I would make it imperative upon the holder of an entailed estate and his successor.

7384. Whether he had entered into an agreement with the tenant of his farm or not?—I consider there should be an agreement to have the right, if the right does not exist; I think it is expedient that it should exist, but I think that the right should come first.

7385. You think the right should be admitted by custom, and then that the law should be so altered as to admit of its falling upon the estate?—Yes; but it is only the difference of value where the manure does not belong to the tenant at the present time; I would have the manure valued on the farm, say it amounts at the end of the current year to 100 *l.*, and then at the quitting of the tenant there should be always manure of the value of 100 *l.*, and if he increased it to 150 *l.* then he should be paid the 50 *l.*; and that would be beneficial, I have no doubt, in all cases.

7386. And is that an alteration in the custom which is likely to be adopted? —I think it is.

7387. Like other improvements, it will grow up as experience justifies it?—Yes; I think it is one great reason for it, that it would be beneficial to all parties, and there cannot be a stronger reason for that.

7388. Have you known instances where it has proved beneficial in particular localities?—Yes.

7389. Where?—In Nottinghamshire.

7390. You think in that respect the custom of Nottinghamshire is better than the custom of Lincolnshire?—In Lincolnshire there are those who have the right.

7391. And you think that the best right?—Yes; I certainly think it advisable that the tenant should be entitled to a year's manure, he paying for it on his entry, or being charged for it subsequently.

7392. It is necessary to have a law to ensure those improvements?—No, I think not; but it will work pretty well I think, generally, without any specific law for it; the agreements will comprise that, and I think that every farm ought to be held under an agreement, a specific agreement, between landlord and tenant, that they may know their relative situations; there is great disappointment, and very great advantage is taken sometimes, where that is not the case; the custom of the country is as variable as a sliding scale.

7393. And you think it could not be regulated by law?—No.

7394. Your opinion is this then, that the agreements should be made more specific and more binding?—I think they should be more definite.

7395. Is there is any necessity for an alteration of the law, in order to render those agreements binding?—In one respect I think it advisable; that is, where tenants have made an improvement by building, that they should have the power to remove it, unless they are compensated by valuation: but then it frequently happens that when new buildings are made some of the old ones are taken away; therefore the tenant should not have a claim that would reduce the buildings to less value than they were originally.

7396. You mean that the tenant should have a right, as a tradesman has, to remove anything he puts up himself, but not anything he found upon the freehold?—It generally happens that when a tenant builds he pulls down something; I think he is not entitled to the whole value of the building when he has pulled down a third of the value of the new building: I mean, that he should be entitled to the additional value of the building in consequence of his expenditure.

7397. Then the tenant has no right to pull down any building attached to the freehold?—No, he has not at present; but I think he might have that right, when he made improvements.

7398. With or without the consent of the landlord?—That he should have a legal right to compensation for improvements of buildings.

7399. To alter the buildings?—To have a compensation for money expended in buildings, or that he should remove those buildings; for instance, a tenant having expended 100 *l.* in buildings, probably on valuation after several years it might not come to more than 50 *l.* or 60 *l.*, and he might choose rather to take 50 *l.* or 60 *l.* than remove the buildings.

7400. Are you speaking of buildings he put up himself, or buildings he found upon the land?—Of no other than what the tenant himself put up; he could not have any title to remove anything else.

7401. Have you known any difficulties arise under the system of arbitration in Lincolnshire?—Yes, I have frequently known difficulties arise, and in a great measure from the ambiguity with which the valuations are got up. The general custom, though some will not submit to it, is for a valuer to be appointed by each party, to make out an inventory of the tenant's claims, and put down the total sum without entering into the detail of particulars. I have had occasion, as agent, many times to open those valuations, and to insist upon knowing the particulars, and I have never done it but that I have found very great alteration necessary, so that I would guard that especially. Sometimes that may have arisen from its having been done carelessly, and at other times from its having been done wilfully: I never opened a valuation of that kind but I found more or less of very serious mistakes.

7402. You are distinctly of opinion that the valuations should be made more specific, and that they should be submitted to some umpire or third party?—I think there should never be a valuation without a sum being attached to each particular item; I think that is the proper way, and those who know their business will never make a valuation in any other way; where that is not done it either arises from ignorance or from a wish to impose, one or the other of the two; and in nine times out of ten the valuation is made in gross.

7403. The difficulties you have known arise under the system of arbitration have generally originated in the awards of the arbitrators not being specific in their items, and the sums not being attached to those items?—Yes; and there is another great difficulty, and that is, that most tenant-right valuers think themselves very competent to make a law upon the subject; but it is their province to put a valuation upon the different items, and to be instructed according to what is the law in the case; yet the valuer of the outgoing tenant frequently makes his claim and insists upon it that it is law, and if he meets with one of his mind, then they perhaps create a new tenant-right; that is very frequently done.

7404. If that be the case it is submitted to a jury?—If it is submitted to a jury, there must, of course, be proofs adduced that he had the original title.

7405. And you think it would be desirable, in order to facilitate that proof, that the items should be given separately, with the charge upon them affixed?—Yes, and that the outgoing tenant should always prove his title; if it is a recent entry, or if it has gone, as some farms have, from generation to generation, then of course there is no other title than what the other part of the estate or neighbourhood gives, but generally it follows as the remainder of the estate goes in that case; of course there are instances where a farm has been in the same family 100 years or more.

7406. But still, on reference to a jury, the case is solved?—I apprehend that the

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the award would be that the tenant should have the same rights as the remaining tenants on the estate under similar circumstances.

7407. According to the circumstances?—Yes, according to the circumstances.

7408. But you think it would facilitate the adjustment of those differences if the award were rendered more specific in the manner you have alluded to?—Yes, and I think it might be good if it were enforced by legislative enactment.

7409. Your opinion is generally that, except for the purpose of specification, legislative enactment is not required, even in the case you have alluded to?—Yes.

7410. Do you think it would be possible for the law to lay down the items, and to attach a compensation to them?—No, certainly not, not even lay down the items. I think the tenant should show a title to his claims; of course if he has himself entered, he would know how he had entered; the difficulty is in defining when it has gone from father to son. In every case that has come before me the custom of the estate has been the one adopted in those circumstances, and it seems reasonable it should be so; there are other farms probably on the estate where there have been changes, and reference has been had to those valuations, which have been made upon the same principle.

7411. But generally the tenantry of Lincolnshire are improving farmers, and satisfied with the system?—Yes, I believe so.

7412. Do you think they wish for any enlarged legislative measure upon the subject?—I never heard any farmer in Lincolnshire or Nottinghamshire say he wishes for anything of the sort, or that he is desirous of legislative enactment; they may have said so, but I have never heard of it, nor have I heard that they have so said.

7413. And you think that any stringent compulsory measure would operate injuriously as well upon the tenantry as upon the landlord, owing to its non-adaptation to the peculiar circumstances of the case?—Yes, I think it would tend to destroy that confidence which is the mainspring now of improvement; there exists a great degree of confidence between the landlord and tenant in both counties, and that has done more for improvement than anything else that I know of. The tenant holding from year to year feels his certainty of holding on, he and his family, if they act rightly, the same as if they had a lease. I perhaps have laid out as much as any tenant farmer, as a yearly tenant, not less than 10 *l.* an acre in permanent improvements, without a lease at all, over a considerable extent of land.

7414. And you have found that outlay remunerative and secure?—Yes, I believe so; I am satisfied upon it. I can only say that the only instance I ever had of ill-usage was a farm held on lease, and when it was at liberty it was valued at two and a half times the original rent. I relinquished it, and the party who took it had a very good year the first year following; he subsequently had bad years; he took it at the same rent that I might have done, I and my father having made all the improvements; and he got twice an abatement of rent; and he applied again for an abatement of rent, and the owner, I suppose, having forgotten that I had held the farm, he asked me to go and see to the farm on account of the tenant's complaining, at the same time saying that he had had his rent abated twice; and I inquired if that abatement was due to him who had entered upon the improvements, what would have been due to me if I had continued to have held it; and the result was that the man left the farm, and it was let at a reduced rent in consequence of his bad management. That was a farm that I had held on a lease; I should never wish to hold another on a lease.

7415. You generally disapprove of leases?—Yes.

7416. In the case you have alluded to, did you recover any compensation when you left?—Not a farthing except the ordinary tenant-right, except that tenant-right which I should have had if I had held it from year to year.

7417. And if you had done that, the rent would have been raised, and you would have secured yourself by working out the farm in the latter part of the lease?—I could hardly have made up my mind to give it up in a very bad condition, or I should not have done so much as I did.

7418. Your opinion is that a yearly tenure is the best?—Yes; and I may state this, that the system in Scotland is 19 years' leases generally, and I have understood that at the end of the term it is not an uncommon thing to advertise for tenders. I would sooner hold from year to year than under such a lease, and be put up to auction at the end; that is the Scotch system.

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7419. And you think it a bad system?—I do.

7420. The result of the operation of the custom and the confidence that is produced in Lincolnshire and Nottinghamshire is this, that the capital of the tenant and the landlord is worked as one, instead of being considered as a divided interest?—It is the great confidence that has been the main cause of all the improvements. I can state no more, for I think if that confidence did not exist, the tenantry could not have been expected, nor would they have expended money as they have done.

7421. *Chairman.*] You have mentioned that in parts of Yorkshire the tenant-right is heavier than in Lincolnshire?—Yes, very much so.

7422. Would you state in what particulars it is heavier?—In the tillage, what is called the tillage and half tillage, and that is this; whatever they have done in their fallow year, and there is a year's rent and rates, and manure; everything, in fact, which they have done they get paid for; that is the same as in Lincolnshire. Then they go to a second year, and have half that allowed in the following year; that is a heavy tax.

7423. The tillage is the north-country term for what is called in the south an allowance for naked summer fallows?—For working fallows.

7424. Does not that apply chiefly to strong land, or does it apply to all land?—To all land alike.

7425. So many ploughings and harrowings?—Yes.

7426. In the shape of cleaning the land?—Yes.

7427. Then you are understood to say that in the district you allude to they go further back, and allow for half that expense the following year?—Yes.

7428. Those charges are for acts of husbandry, are they not?—Yes, and in some cases the following crops. The last witness stated that he had done away with the system in part, on re-letting the land, and I have done it lately myself for the Duke of Newcastle, and when I was his Grace's agent I did it whenever a farm was at liberty; I ascertained the difference, and so exonerated it from the following crop, that the tenant might not have his capital locked up in the farm.

7429. You consider the system of an away-going crop is a bad system for the incoming tenant?—Yes, it is a bad system for the incoming tenant, because it takes his capital; and certainly, from what I have seen, and it is extraordinary that it should be so, that those who have the right to the following crop farm the worst; whether it may be from want of means I do not know, but they farm worse than those who have not the right.

7430. Confining your attention to the question of tenant-right for purchased manures, or purchased food, or for marling the land, in those respects the tenant-right is not heavier in Yorkshire than in Lincolnshire?—Yes, I think it is; I do not know whether you have seen Baildon's Treatise upon the subject, which explained that.

7431. You speak of the West Riding of Yorkshire?—Yes; that is the larger portion of Yorkshire, and that system extends partly into Nottinghamshire, a very small part, and also into part of Derbyshire, though I think it a very injurious system to the tenant and to the estate.

7432. When you say the system is injurious, are you speaking of the away-going crop or of the half tillages?—Of both.

7433. You are not to be understood to object to the compensation for purchase of manure or the purchase of oil-cake?—Where a crop of corn or grass has not been taken, the tenant has a full right to be repaid for the expense; in some cases a further claim is set up beyond that; they claim, upon the principle of half tillage, half the purchased manure in the second crop; I do not think that is allowed in many cases, it is in some.

7434. Is not it common in Lincolnshire to allow three years for bones?—In bone manure that is an exception; I am speaking of stable or town manure; in bone manure it is in Lincolnshire and Nottinghamshire common that the tenant shall have three crops of either corn or grass mown; that is only limited to bone manure, with the exception of labour, and I think, in some cases, cake purchased. There is an allowance for cake purchased, but not for manures, except for bone manure; one-third upon the purchase of cake the following year is all I have heard of.

7435. Do you see any objection to the system of payment for the purchase of artificial

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artificial manure, as it exists in Lincolnshire?—I should see an objection to its being imperative.

7436. That is not the question?—I do not see any objection to the owner's making that allowance to the tenant voluntarily, but then I should say that in some parts it is advisable and in other parts it is not so; it should depend upon circumstances.

7437. Why would you so regulate it?—For instance, if an owner had a very poor farm, and all that land that wanted a good deal of artificial manure upon it, he could not do better than offer a premium to his tenant to use linseed cake, by a third or fourth of the original cost for following years; but I should make a difference with cake consumed by sheep and cake consumed by cattle, especially if the manure belonged to the tenant; the tenant would get the value of his cake, and get an increased value in the manure; one load of manure would be worth two where cake had not been consumed, and therefore the same allowance ought not to be made for cake where consumed by cattle as by sheep.

7438. You would not make an allowance for cake consumed by cattle and also for the improved value of the manure, because it would be paying the outgoing tenant twice over?—Yes, just so; and I say where a tenant is entitled to be paid for manure, he should not be entitled to payment for cake consumed by cattle; but in respect of sheep cake consumed in the field, that is another thing.

7439. What allowance would you make, as a matter of private agreement, for sheep eating cake on the turnip land?—A third or fourth; it is partly on turnip land and partly on the seed land; it does much good on seeds broken up for wheat the succeeding crop; it is astonishing what the effect is where cake is used liberally. I will venture to say that if upon light land there were cake used upon half of it, and the other half not having cake upon it, it would generally happen that where cake had been consumed the succeeding crop would be doubled; and therefore there is a great inducement in such case to make an allowance.

7440. Do you reside in a part of Nottinghamshire where compensation exists for the purchase of artificial food?—No, not at all in my neighbourhood; I know of only one instance, and that is a recent thing, where an allowance is made under an agreement for cake, but I believe generally it is not so through the county of Nottingham.

7441. Admitting, as in the question it is proposed to do, that the Lincolnshire system of compensation requires little or no interference, what difficulty do you see practically in extending that system to other parts of the country, without entering into any detail as to the number of years of compensation in each case?—I see this, that the tenant might have a great claim, so that he might have an undue advantage upon quitting; and for this reason, he might claim to be paid for what he had expended in those improvements, notwithstanding he might have his land still in a bad state of cultivation; for according to the system of valuing outgoing tenant-right, but very little difference, if any, is made between good cultivation and bad; I have frequently seen where, although the cultivation has been very moderate indeed, the same allowance has been made as where it was well done.

7442. Are you of opinion that the landlord ought to have a set-off against the claim for improvement, supposing the land were full of couch?—Yes; where it had been badly fallowed I would make a deduction, and make a charge upon the outgoing tenant for dilapidations, for improper management; that ought to be the case.

7443. Or if any cross-cropping had existed?—Yes; that again shows the necessity of an agreement; there wants nothing but an agreement between the landlord and the tenant. If in every case there were a specific agreement, each party would know how he stood and would know his relative situation; and on all estates, except those let by tenants for life, the parties are competent to make their own agreements; a tenant for life I think could not make certain allowances without the sanction of the Legislature.

7444. You have stated that the objection is to the outgoing tenant giving up his farm in bad condition; have you any other practical objection to state to the application of the Lincolnshire system to other parts of the country?—Yes; I think it is objectionable that when the owner and the occupier are both competent to make an agreement, that there should be any interference with them at all.

7445. The Committee understand you to object to the principle of interference, but they do not understand you to state any other practical difficulty but that you have already mentioned?—There is this, that if it were left to the tenant to go to what extent he pleased, the landlord might have his estate very much encumbered, and on the tenant giving up the farm he might have a very large sum to pay, because it is to the landlord and not to the succeeding tenant that the outgoing tenant looks for his compensation.

7446. What are the points in which you think the landlord ought to have power to check such an expenditure?—I think that the tenant should not have any claim against the landlord for under-draining, unless the landlord previously consented.

7447. Do you think the landlord's previous consent should be required for what is called in Lincolnshire marling the land, what in the south country is called chalking?—In respect to marling and chalking, if I understand rightly the allowance, it is that the tenant is paid if he does not get a crop of corn; if he has got a crop of corn I am not aware that there is any claim for allowance where marl has been used.

7448. Are you speaking now of soft marl or of chalk?—Of chalk. I am aware that he ought to have it, but that is a matter between the landlord and tenant; that would adjust itself, I think.

7449. Are you not aware that the period of compensation for chalking on the Lincolnshire wolds extends over several years?—I am not; I think it is not generally, but those nearer the wolds than I am can speak better to that than I can. I think it has been a very recent custom wherever it is allowed; I think it is not of a great many years' standing, but I have no doubt it may be allowed in some instances. I am not aware that it is given; at least I am not aware that the tenant is in this position, that if he chose to lay on chalk without conferring with his landlord, that he should have a legitimate claim to be paid: I believe there are instances, certainly, of tenants for life where they could not have a legal claim.

7450. You think that in draining and chalking that the landlord's consent should be necessary?—Yes, I do.

7451. Mr. *Newdegate.*] Do you think that the custom of Lincolnshire, if adopted by the Legislature and enforced upon the rest of England, would suit all cases?—I think a general legislative enactment to that effect would have an injurious tendency; it would tend to destroy the present confidence between landlord and tenant, and I think it would cause very frequent change in occupation, inasmuch as there are tenants, who when they have a great tenant-right upon their farm, might give a landlord notice to leave, and to take another farm to create another great tenant-right upon that; that would frequently occur.

7452. *Chairman.*] Have you found any cases of that kind in Lincolnshire even?—I have found that when there is a heavy tenant-right upon a farm, the tenant cares less about giving up than where he has not a great tenant-right: I am speaking now of Nottinghamshire.

7453. Are you speaking of a compensation for improvements, or of the away-going crop and tillages?—No, I am not speaking of the away-going crops; I am speaking of land that has been improved by bone manure, with perhaps only one year exhausted, and then there is a very heavy claim for compensation; and then a tenant, if he sees a chance of taking a farm with a light tenant-right upon it, there is an inducement to him to give up his farm to receive a great tenant-right, and take to the other that has less upon it; that would frequently be the case if there were a general legislative enactment.

7454. You find that the tenant leaves a farm where he has a claim for compensation for purchased manure, and goes to another farm?—Yes, he would look out for another; that would cause the tenantry to be more unsettled, and they would have less confidence in the landlord than they have now.

7455. Do the tenancies in Lincolnshire go on from generation to generation in many cases?—Yes, and Nottingham too; they are remarkable for it, and that is the reason why no leases are wanted or expected.

Mr. *William Smith,* called in; and Examined.

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7456. Mr. *Newdegate.*] YOU are resident at West Raisen, in Lincolnshire?—I am.

7457. And you have occupied land extensively?—Yes.

7458. Do you hold land at present?—Yes.

7459. To what extent?—I hold at present about 300 acres. I a short time ago occupied about 600 acres, but having taken several agencies I gave up a part of my occupation.

7460. Are you generally acquainted with the customs prevailing in Lincolnshire?—I am.

7461. Do you remember the growth of the custom in Lincolnshire, and its beginning?—Yes; I have lived in Lincolnshire about 30 years.

7462. And have you observed that the custom has grown up correlatively with the improvement of agriculture?—Yes, it has.

7463. Do you consider that it has followed or preceded the improvements generally?—I think the improvement was first of all; it was encouraged by the confidence that existed between landlord and tenant, and in consequence of that improvement the custom has arisen.

7464. Are you of opinion that the same results would become apparent in other districts?—I am, certainly.

7465. With equally advantageous results?—Yes.

7466. Do you think it necessary that the custom should be enforced by legislative enactment upon the counties where it does not at present exist?—I do not think that necessary.

7467. You think the force of circumstances sufficient for its introduction?—Yes.

7468. And you have seen its beneficial results in Lincolnshire?—Yes.

7469. You must have been concerned in several valuations; do you think the principle upon which the compensation is awarded by the arbitrators in Lincolnshire is satisfactory?—No, I do not think the principle is satisfactory by any means.

7470. Not sufficiently so to justify its enactment by law?—Certainly not.

7471. Wherein does it fail?—Because the system between one tenant-right valuer and another varies so much, according to circumstances.

7472. Do you think it would be possible by law to regulate it?—No.

7473. Do you think the obliging the valuers to state the different items of their valuations, with the sums annexed, would tend to render the operation of their awards more equitable?—I think it would; but the subjects of valuation vary so much in different districts. There are circumstances where those customs vary in many different districts, according to the will frequently of those valuers.

7474. Then the best means of ascertaining whether the award is just would be to have the award in such a form that it might be easily accessible to a third party?—Certainly.

7475. You do not think that it would be desirable to render compensation from the landlord to the outgoing tenant compulsory by law?—I think not.

7476. What are your objections to that?—I think not more than it is at present; at present I apprehend that in the absence of agreements there is a sufficient custom that would enable a tenant always to recover for his unexhausted improvements, such as manures, or for working his land, and for underdraining or marling.

7477. Are you speaking of Lincolnshire exclusively, or does your answer extend to other counties?—I am speaking of Lincolnshire principally; indeed I am speaking of Lincolnshire now exclusively. I have the care of several considerable estates in Lincolnshire, and all those estates under my own care are under special agreements: I have had occasion to look over large estates which are regulated only by the custom of the country.

7478. Do you consider the special agreements preferable?—Yes, certainly.

7479. Have you a form you could submit to the Committee of the agreement you consider desirable?—Yes, I have. (*The Witness produced the same.*)

7480. Would you object to submitting that form to the Committee?—No, certainly not; I have made two or three observations here in writing, which I wish to have an opportunity of explaining.

7481. Would you have the kindness to read them and explain them to the Committee?—

7482. Sir *J. Trollope.*] Does it contain compensation clauses?—Yes, it contains compensation clauses.

7483. For what articles?—For labour and for manures.

7484. For draining?—Yes.

7485. Anything for buildings?—No.

7486. On the tenant quitting, is there any power to remove the buildings, or to sell them to the landlord or to the incoming tenant?—No; but on the contrary, to prevent them doing so, except by special agreement to the contrary. This agreement is to direct what the valuer shall value, and value only, and that beyond that they shall have no power.

7487. Are the subjects of valuation contained in a single clause in that agreement?—They are contained in various clauses, but the principal subjects of allowance are contained in one clause.

7488. Will you read that clause?—Perhaps I may be allowed to read the previous clause that relates to the quitting: "The tenant to sow wheat on all land in due and proper course to be sown with wheat, the autumn preceding the expiration of his tenancy; also to give up possession of all the arable land on the 1st day of February preceding the expiration of his tenancy, with the exception of one-half of the turnip land, two-thirds of which remaining quantity of turnip land shall be given up on the 5th day of March, and the remainder, with the buildings and the other land and premises, on the 6th day of April. To find good and sufficient stable room for - cart horses, with all accommodation for the same, on the said premises, without any allowance for the same, from the said 1st day of February to the 6th day of April; and shall leave for the use of the landlord, or the incoming tenant, tons of wheat straw, properly stacked in the stackyard, and tons of hay or seeds, on the 1st day of February, the value thereof to be fixed as after-mentioned. The tenant to be allowed the full cost price of all bones (exclusive of the expense of leading and labour), and for all lime that shall have been used the summer preceding, and the like for all other bones and lime, deducting in proportion of one-third part for each and every crop of corn or grain, clover or seeds, since the time the bones or lime were laid on the land, and also the cost price of any horse, cattle, or pig manure which shall have been purchased, laid on and spread on any part of the said land during the last year, from which no crop of corn or grass has been taken; but if a crop of corn or grass has been taken, then one-half shall be allowed; and also the cost price, with the labour of sowing all grass and clover seeds that shall have been sown the year preceding the expiration of his tenancy, if they have not been stocked after Old Michaelmas; also the value of all manure made in the fold-yard, stables, or buildings, from the last year's produce of the farm, or from any oil-cake that may have been used in the winter preceding the expiration of the tenancy, such additional value to be ascertained at one-third part of the cost price of the cake, exclusive of the carriage." If I may be allowed to make one observation in regard to what Mr. Parkinson said about the value of the manure, that he did not approve of the out-going tenant being paid for the value of the manure and for the cake, I think the Committee will observe that in this agreement I have guarded against that, because although the manure is the property of the tenant, he is to be allowed for the value of the manure arising from the last year's produce of the farm; therefore he is entitled to the value of the manure from the last year's produce of the farm, and also for one-third of the oil-cake that has been consumed; so that he is not paid for the manure both ways, but he is paid for the manure that arises from the last year's produce, and the value also of the oil-cake used in the proportion consumed. "Also the value of all the labour done to the clay land that has been ploughed not less than five times in a good, proper, and husbandlike manner; and well and regularly summer fallowed the year preceding, but not otherwise, and for the seed wheat sown on the same; and for the seed and labour of once ploughing, with harrowing and sowing, of all the land sown with wheat in proper course, according to this agreement. Also the full cost of the labour of leading and putting into the ground any draining tiles that may have been properly put in during the year preceding the expiration of the tenancy, if no crop of corn or grass has been taken therefrom since such draining; and if one crop of corn or grass has been taken, then one-half of such expense as aforesaid shall be allowed; but if two crops of corn or grass have been taken

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taken since such draining, then no allowance whatever shall be claimed or paid." Now that is where the landlord finds the tiles, and according to this agreement, he binds himself to find his tenants a sufficient number of tiles; but where the landlord requires the tenant to find both tiles and labour, then the allowances are varied; they are generally about five years, or as much as seven years, upon those estates; but it may be found necesssary to vary those allowances; they are not the same upon every estate; some require more and some less. The practice in Lincolnshire has been in draining clay land, for the tiles to be put in at the depth of about 18 inches; I have drained myself, I regret to say, several thousand acres that have been under my care, where I put the tiles in from 18 to 20 inches, and from that to two feet deep; and now I thought it necessary to advise my employers and tenants to take up those tiles, and of course to remove them (some of those tiles are broken by the operation of taking up), and to put them in at the depth of three to four feet; in that case the tenant is entitled to have an allowance over a greater number of years than he had before; and then I propose in that case that his labour shall extend over five years instead of three, as before.

7489. *Chairman.*] Have you any allowance for chalking in that agreement?—Yes; I will go on, if you please: "Also the cost of marling or claying any of the wold or carr, or sand lands, that shall have been done in a proper manner in the year preceding the expiration of the tenancy, and so on, deducting one-seventh part of the expense, and so in proportion for seven years." By the word marling is also meant chalking. That has been altered since this agreement was printed. It was before only extended over three years. I thought it right to advise that the allowance should extend further, inasmuch as in marling and claying the tenant frequently derives very little benefit from it immediately after it is laid on; he loses his crop partly the first year, and after that he does not derive so much benefit as at the end of the three or four years, and therefore he has not had in three years sufficient benefit, and it ought to be extended over seven years. And perhaps I may be allowed to make another observation here. I have a clause at the end of this agreement: "And it is hereby declared and agreed by and between the parties hereto, that the several matters hereinbefore particularly mentioned and specified as subjects of valuation and allowance to the outgoing tenant shall be the only matters into which such valuers or arbitrators shall have power or authority to enter into, without the special agreement and direction in writing of the parties to the reference, any law, usage, or custom to the contrary notwithstanding." And why I found it necessary to do that was, that there are many allowances that the tenant-right valuers are in the habit of making to the tenants that are not contained in those agreements; that was the reason why I proposed that clause.

7490. Mr. *Newdegate.*] Then from the observations you have made, the Committee are to understand that the custom, even in Lincolnshire, is so progressive as to have induced you to make an alteration in that agreement, even since it was printed?—Yes.

7491. When was it printed?—The form of this agreement I have had in use now for the last 10 years; I altered it about 10 years ago.

7492. And those alterations in writing have been made lately?—Those alterations have been made lately, within the last two years.

7493. Then is it your opinion that any legislative rule should be laid down which should be binding and incapable of such alterations as those that you have enumerated to the Committee?—I think not; for if it were left to the consideration of the arbitrators, I am quite sure that when these matters are left to the arbitration of two persons, representing the landlord and representing the tenant, I know from my own experience that great abuses are likely to be introduced, and charges brought upon estates that have no right to be.

7494. Then your opinion is that no law and no custom can prove so advantageous to the cultivation of estates and the just interests of the tenants as a mutual agreement specifying their relative interests?—Certainly not; because special agreements adapted to particular classes of property are much more easily made, and in fact they are the only things by which property can be managed, in my opinion; it is impossible to have any general legislative enactment that could apply to a whole county, much more to the whole kingdom.

7495. But you are of opinion that the system upon which the awards are drawn should be rendered more specific?—Yes, I think so, certainly.

7496. And are you of opinion that tenants for life should have the power of charging estates with a moderate sum for compensation for improvement?—Yes, I think so, particularly as regards building and under-draining, and for inclosing.

7497. What may be termed permanent improvements?—Yes.

7498. Are you of opinion that the law respecting fixtures should be rendered similar with respect to agricultural property to that which exists with respect to trading property?—Yes, I think it should.

7499. Do you think further compulsory enactment, in relation to the matters now treated by custom and agreements, would be injurious?—I think it would.

7500. Have you heard a general desire for any such legislative enactment expressed amongst the farmers of the district with which you are acquainted?—No, but on the contrary, the farmers generally think that it would be of no service to them.

7501. Do you think that the law as it exists at present with respect to dilapidations would be sufficient?—I think it is better where there are special agreements than where there are not special agreements; I think it is very inoperative with respect to dilapidations.

7502. And if any law were passed to give compensation to the tenant, would not it be requisite at the same time to define the law with respect to dilapidations and bad culture?—Certainly it would, and that should be especially specified.

7503. But combining those two objects, are you of opinion that it is necessary or advisable to pass a general enactment for purposes other than those you have specified?—I think not.

7504. Sir *J. Trollope.*] With regard to dilapidations and injury done to property by tenants, does not the law as it stands render it much more difficult at the present moment for landowners or their agents to recover than for the tenants to recover for tenant-right?—Yes.

7505. The process is infinitely more ready for the tenant than for the landlord?—Yes, much more so.

7506. Then the advantage of good husbandry is on the side of the tenant, and the bad husbandry not to the advantage of the landlord?—Yes; the landlord has no remedy against his tenant except by action, except he has been tied under penalties by special agreement, the same as I have in this agreement.

7507. You are chiefly conversant with North Lincolnshire?—Yes, but I have something to do in the south as well.

7508. The custom of tenant-right is not quite similar in both districts?—It varies in several districts, even in North Lincolnshire.

7509. Have you ever known any difficulty in tenants in that county recovering what they were entitled to from the incoming tenant?—The difficulty is much less now than it was a few years ago, inasmuch as the customs were not defined then as they are now.

7510. Have they not been recognised by courts of law?—Yes, they have partly so; that is, that the custom in a particular district has bound the parties in a court of law by the custom of that district.

7511. Do you see any fear that if the Legislature was to interfere in this matter there might be a bar to further improvement by being more limited and defined by an Act of Parliament?—I do not see how any legislative enactment could be passed, except it was defined what the subjects of allowances should be.

7512. And the terms of them?—Yes, and the terms of them; and if those terms were defined by law, the tenant would be very shy indeed about making any improvements beyond what he was entitled to by law.

7513. Then if such was the case, would not that constant improvement in agriculture that you have seen going on for the past 30 years in Lincolnshire meet with some discouragement?—I think it would; I think it would lessen that confidence that now exists between landlord and tenant.

7514. You state that it is not the requirement of your part of the country generally among the tenantry?—Not those that I am in connexion with, and it is a matter that has been very much discussed at the public ordinaries.

7515. Throughout the country?—Yes, throughout the country.

7516. On those estates where the tenant is bound down by agreement or leases, do you think they would require that?—I think not, because I am quite persuaded that very shortly on all estates it will be found desirable to both tenant and landlord that they should farm under agreements; it would be to the interest of both parties that they should.

7517. Any spirited improvement would be more binding and stronger than the Legislature in this matter?—I think so.

7518. *Chairman.*] You say that the tenants in Lincolnshire now have no difficulty in recovering compensation since the custom of the country has become defined?—Not so much so since the customs have been more defined, as certain customs are recognised in certain districts.

7519. There was some difficulty during the progress and formation of the custom?—Yes, there was.

7520. Was there a degree of uncertainty in the mind of a tenant whether he would obtain compensation or not?—The great difficulty was with regard to fixtures and buildings, not manures.

7521. You were understood to say that you think some alterations required with regard to buildings and inclosing?—Yes, I think it would be very desirable if the owner of a settled estate had power to agree with his tenant, in case it is not convenient to spend the money himself, that the tenant should do so, and that he should be entitled to be compensated, under certain provisions.

7522. You have read to the Committee a portion of the agreement for compensation under certain heads; it need scarcely be asked you whether, in your opinion, those are proper compensations?—I think they are, and they are what the tenants are perfectly satisfied with.

7523. Are they advantageous to the tenant as well as the landlord?—I think so.

7524. Do you find any difficulty when you have a new tenant in obtaining a man of sufficient capital to pay such compensations to the outgoing tenant?—I find no difficulty in that, inasmuch as the better the condition the farm is in, with the more pleasure a man enters into it, and the more readily, particularly with regard to the manures. I have made an alteration on all the estates I have the care of, with regard to the manures. It was formerly the practice, and is now very much so upon several estates, that when a tenant has notice to quit his farm, which is at Michaelmas, in October, he immediately advertises his stock to be sold; he sells all his stock off, and he lets the eatage of his hay and straw; his straw of course, without the manure belongs to him, will be worth very little if he is not entitled to be paid for oil-cake; and he frequently does not use his straw at all, and the consequence has been that he makes no manure, or scarcely any manure; as the manure belongs to his landlord he takes no care about the manure at all; he leaves it dispersed about, and leaves the incoming tenant with very little manure to enter upon; whereas if the manure is made his property, it is then his interest to husband that in the same manner as he does the other part of his farm, and he leaves a quantity of good manure upon the farm, which I think it is much more to the interest of the incoming tenant to pay for than to have the straw for nothing, or being converted into manure for nothing.

7525. If you were entering upon business again, would you rather take to a farm where you got that dung, such as it was, for nothing, and the land out of condition, or would you, as a man of business, rather pay such prices as you have stated to the Committee?—I would very much rather pay such prices as I have stated to the Committee.

7526. You think it would be cheaper in the long run?—Yes, certainly.

7527. Admitting there is very little reason to interfere in any way with the custom of Lincolnshire, what obstacle do you see in the way of rendering the custom of Lincolnshire applicable to other counties at a distance, subject to the Lincolnshire custom, it so being modified by private agreement between landlord and tenant?—I see no objection to the custom of Lincolnshire being introduced into other counties, but I see this objection to the present custom of Lincolnshire being made a permanent law; I think times and circumstances may so alter that the customs must be altered, and it would be desirable for the landlord and tenant to be free.

7528. Every practical man must admit it would not be possible to lay down specific terms applicable to all parts of England; supposing the principle of an equitable tenant-right were laid down for Hampshire, what would be the practical difficulties to be guarded against?—Not being acquainted with Hampshire, I cannot say how far the customs of Lincolnshire would be applicable; the difference of custom of one part of Lincolnshire is not quite applicable to other parts of Lincolnshire; the custom upon the wolds is not applicable to the clays, and the like with regard to the fens.

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7529. What would be the difficulty in the application of the principle of the Lincolnshire customs to other counties, subject as it is in Lincolnshire to agreements between landlord and tenant?—I do not see that there would be any objection to applying it; the same might apply to other counties as applies to Lincolnshire; where the custom of Lincolnshire works well it might work well in other counties.

7530. You were understood to say that the farmers of Lincolnshire are content with the custom as it now exists, and they do not wish it to be altered?—I am not aware that the generality of farmers do; there may be some few that do, but it is my impression that the generality of them do not; certainly not those with whom I am connected.

7531. It being very natural that the Lincolnshire farmers should be satisfied with a very excellent system of tenant-right, will you point out to the Committee what would be the practical difficulties that you would apprehend in the application of the same principle to other counties where the farmers are less fortunate? —I do not see that there would be any difficulty in applying the same principle to other counties similarly situated; but they may not be similarly situated; I mean as to the amount of allowances.

7532. It need scarcely be asked of you whether the compensation on a high wold farm is applicable to a fen farm; of course the practice is different there? —Certainly it is.

7533. What would be the difficulty of laying down the principle generally in other counties as in Lincolnshire, subject to agreement between landlord and tenant, subject, of course, to the variation arising from the very different nature of the soil which exists in Lincolnshire, and which would also probably exist in other counties?—I see no greater difficulty with regard to other counties than Lincolnshire; there would be no more difficulty than in Lincolnshire, but that times vary customs, inasmuch as in this agreement we formerly allowed three years for the labour of under-draining; now the system is altogether changed; it would be exceedingly hard under this agreement now if the incoming tenant were to be charged with a portion of this under-draining that is to be taken up the next year perhaps, and laid down double the depth; this would apply with other things; in farms improvements are taking place constantly, and it appears to me to be a barrier against any legislative enactment as to the various items that should be subjects of allowance.

7534. Still you would not say that under-draining should not be a subject of allowance in Lincolnshire?—I would say it should be in every county.

7535. You would object to any Act defining the depth at which the drains should be laid, or the time for which the compensation should be taken?—Yes, the time for which the compensation should be taken, and the question is in the absence of any agreement between the landlord and tenant; I suppose it is proposed to be left to the tenant-right valuers, and I consider that they are incompetent to form any general rule; you will have as many different opinions as different districts, from those valuers.

7536. How do they manage in Lincolnshire?—They manage in a very contradictory way very frequently; I have known very often cases where the tenant-right valuer has been valuing upon one farm for the incoming tenant, and where he has been valuing for the outgoing tenant on another; he has made most extravagant claims for items of compensation and for the amount of that compensation, and he has gone the next week three or four miles off, and there he has quite altered his tone where he has been for the other party. The very same thing in one instance came before me, where I was the agent for both owners, and there I had to call this man to account; the party who met him the second time did not know that he had been concerned the day before, and I there had to point out the discrepancy in what he was disposed to allow and what he claimed for before; and that appears to me to be one great objection in leaving those allowances to arbitration.

7537. How do you settle at present in Lincolnshire; what was the upshot in those two cases?—It was referred to an umpire; but that was merely a question of value.

7538. Sir *J. Trollope.*] If a person valued in that sort of way, would he be much employed; that is, would there be much confidence in such a person?—I am sorry to say that it is very common with the incoming tenant to employ the valuer who will give him the most.

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7539. *Chairman.*] Then in both cases the claim was settled by an umpire —In both cases it was settled by an umpire; they were referred to the agreement; there was a written agreement which directed the subjects of allowance.

7540. Mr. *Newdegate.*] In the absence of a written agreement the solution of that difficulty would only have been by a jury?—It would have been by a jury, because I should have thought it my duty, if they had made an award, to have ordered the incoming tenant not to have paid the amount of the award.

7541. Do you conceive that any other tribunal is so competent to decide such cases of difference as a jury in a court of law?—No, certainly not.

7542. Do you think it positively necessary to have those cases decided by a court of law, by competent legal advice and an impartial jury?—It would be necessary that there should be a power of appeal.

7543. *Chairman.*] In those two cases, supposing there had been no agreement, would not the umpire have decided as to the compensation?—In all probability the landlord would have ordered the tenant not to have paid it, if he found that his estate was charged with items that were not the subject of tenant-right, or that it was property belonging to his freehold, which is very often the case with regard to fixtures.

7544. You are understood then to say, that in the case where the valuer acted in opposition to himself in two different cases, that he endeavoured to bring in matters which were not properly subject of tenant-right?—Yes.

7545. Sir *J. Trollope.*] You have been asked by the Chairman some questions as to the introduction of tenant-right in Hampshire and other distant counties; is there any difficulty or obstruction to the landowners or their agents now introducing these customs there without legislation?—None. I apprehend they would be quite as likely to do so then as under any legislative enactment; if it were shown to them that the system of Lincolnshire was better than any other, they would be inclined to adopt it.

7546. That depends upon whether there was the wish to encourage good husbandry?—Yes.

7547. Have you any estate under your management on lease?—None.

7548. Have you ever considered how this subject would act upon estates now let on lease?—I have read over the present Bill, and I think it would operate very seriously indeed; I think there is one clause, that where the tenant has more than five years to run for his lease, that he should be entitled, under the provisions of this Act, to compensation.

7549. Even though there may be specified agreements attached to that lease, is that compensation to be allowed?—Yes; that would introduce a new system, for this lease may have been granted in consequence of this farm being out of condition, and it may have been let at a low rate in consequence of that, the tenant having to lay out considerable sums of money in improvements upon it; besides having his farm at a low rent, he would be paid over again under this Act of Parliament.

7550. Then, in fact, it would virtually break all leases that have more than five years to run?—I think so, from what I have read of it.

7551. *Chairman.*] Are the Committee to understand you to say that that clause would affect existing leases?—I certainly understand it so.

7552. You are not aware then that it is entirely prospective, and only affects leases hereafter to be granted?—I understand that it did affect existing leases.

7553. Mr. *Newdegate.*] Which Bill are you speaking of?—The present Bill.

Jovis, 1° *die Junii*, 1848.

MEMBERS PRESENT:

Mr. Bouverie.
Mr. Borroughes.
Mr. Colvile.
Mr. Denison.
Mr. Tatton Egerton.
Sir C. Lemon.
Mr. Moody.
Mr. Pusey.
Sir John Trollope.

PHILIP PUSEY, Esq., in the Chair.

Mr. *George Legard*, called in; and Examined.

Mr. *G. Legard.*

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7554. Sir *J. Trollope.*] YOU are a large occupier of land in the East Riding of Yorkshire?—I am.

7555. To what extent do you occupy?—I hold two farms of about 1,400 acres, or rather more altogether.

7556. All under one landlord?—Under two landlords.

7557. Is it entirely rented land?—Yes; that is, the land that I have in my own hands is entirely rented.

7558. You wrote an essay for a prize given by the Royal Agricultural Society, and obtained the prize?—I did.

7559. What county did it apply to?—It was for the East Riding of Yorkshire.

7560. In what year was that?—In this present year 1848.

7561. Upon what terms do you hold those farms?—Upon yearly tenancy, both of them.

7562. Do you consider that generally farms in the East Riding are let upon terms satisfactory to the tenants?—Yes, as far as I know.

7563. Will you describe the mode of occupation?—From year to year is the usual term; and at quitting and entering there is an away-going crop.

7564. Is the farming in a good and high state, generally speaking?—I should say it is on part of the East Riding, not the whole; the East Riding consists of three different discriptions of country.

7565. Are your farms upon the wold?—Mine are just on the eastern edge of the wold.

7566. Is it upon a chalk soil?—The substratum is throughout my farms upon chalk.

7567. Do you know the wold district of Lincolnshire?—I have once seen it.

7568. Then you do not know whether the mode of cultivation in the East Riding is similar to that of North Lincolnshire?—The part of North Lincolnshire I saw resembled it exactly, on the four course system.

7569. Do you consider that in your district the farming is generally good, and of high character?—As far as the wolds are concerned, I should say it was; I cannot say so much for the lower parts.

7570. Do you find generally a disposition to improve in the cultivation of the soil?—The wold farmers show it.

7571. Can you describe the custom of entry as to tenant-right?—The usual custom is, that the outgoing tenant has a certain proportion of his arable land to fallow. The growing crop consists of generally one-third of the arable part of his farm; besides that he has generally, but not always, the manure of the last year, that is, the last year's made manure; I think I may say that is the custom generally.

7572. Only the manure?—Only the manure.

7573. Is the tenant paid for that?—The outgoing tenant is paid for that in most cases.

7574. Is he allowed for bones?—No.

7575. Nor cake?—Of late years there has been some compensation introduced into the agreements; it was not so formerly; it is only within the last few

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years it has been the custom to feed with oil-cake; since that custom has come in, the practice has been gradually introduced of allowing compensation for a small part of the oil-cake that has been used in the last two years.

7576. Allowing the away-going crop, you consider the tenant takes one crop after the manuring?—One crop after the manuring, and he may select that part of the farm that he chooses, not exceeding one-third, for the away-going crop.

7577. Is that paid on valuation?—Yes, and taken by the incoming tenant.

7578. That covers the manuring for one crop?—Yes, it would.

7579. You still then have the power to obtain payment on leaving the farm, for the proportion of the manure and the subsequent crop?—The manure that has been made in the last year is generally the property of the tenant, and valued to the incoming tenant.

7580. Do you think on the whole it would be advantageous in your district that the Legislature should regulate the terms on which land should be let or entered upon?—I do not think it would.

7581. You do not think a legislative enactment ought to take place to regulate tenant-right?—I do not think it is necessary.

7582. Can you offer any reasons to the Committee why such a feeling is entertained in your district?—It appears to me that improvements have gone on in farming without it, and it appears to me also that there is a very fair understanding between landlords and tenants, and therefore I think it is not wanted for improvement, and I think it would rather interfere with that good understanding between landlord and tenant if it was introduced.

7583. Do you think it would be any check to any further improvements?—It does not seem to me that it would cause improvements to go on; whether it would check them or not I can hardly say.

7584. Do you think on the whole the tenants do not desire any legislative security for unexhausted improvements?—No, not in my part of the country.

7585. Are they allowed for drainage?—No, not as far as I have heard; it is not the custom of the country.

7586. Your immediate district does not require any?—Not the wolds, but in the low country, in Holderness, and the parts westward of the wolds, where a good deal has been done, I never heard that a tenant could claim anything on quitting.

7587. Is it allowed?—I think not, because I believe in most cases it has been done entirely by the landlord, or partly by the landlord and partly by the tenant, and a great part of the expense has been borne by the landlord finding tiles and flats, and therefore the tenant is usually thought to have derived the advantage of his outlay of capital in the crop that follows.

7588. In one crop?—Yes, in one crop.

7589. Are there many farms, or any within your knowledge, let upon agreement?—They are mostly let upon agreement, not upon leases.

7590. In those agreements have any compensation clauses ever been introduced to your knowledge?—In the agreements that I farm under (and one of my farms is under a very extensive proprietor, Sir Tatton Sykes), in his agreements within a few years there has a compensation clause been introduced with respect to oil-cake, not for anything else. I believe not in any one of his agreements has any compensation clause been introduced, except as to oil-cake.

7591. Are not bones extensively used?—Yes, bones have been extensively used on the wolds.

7592. But they are not allowed for?—No, except in the away-going crop; the tenant has the power of taking the crop where it has been boned the year before.

7593. Do you think the away-going crop system is capable of being adapted to progressive improvement in agriculture?—I think that improvements have gone on very fairly under it, and therefore I should say it is capable of being adapted.

7594. Do you marl in your district?—There has been some chalking on parts of the wolds, but not very much; I may say very little perhaps, but it has been done.

7595. Is it a beneficial process on the wolds?—It seems to me to have been exceedingly beneficial, and very rapid in its effects; there is a particular sort of soil that refers to.

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7596. Can you speak as to its durability?—No, I do not think, as far as I know, that any chalking has been done on the wolds beyond the last 10 or 12 years.

7597. Are the farm buildings entirely erected by the landlords, or any portion of them by their tenants?—On the wolds the farm buildings are pretty good, not very good; improvements ought to be made in them, and have been made in them from time to time; a good deal is done by the tenant.

7598. Have you any objection to the tenant having the power of taking the buildings, if, on quitting, the landlord does not take them?—No; it would be an advantage.

7599. He should have the power to remove them, in case the landlord refuses to take them at a valuation?—I think it would be a good thing.

7600. Is much done by the tenantry?—Not entirely; the landlord has in many cases found the materials, and the tenant the labour.

7601. In cases where the expense has been equally borne by landlord and tenant, or rather by the landlord finding the materials, should you think, in that case, the tenant was entitled to any compensation for buildings?—In that case, no; those are chiefly sheds, and made for the immediate advantage of the tenant, and he would probably, by feeding cattle in them, get a sufficient compensation.

7602. That would depend upon the number of years he had occupied?—Yes.

7603. Upon the whole, you think it would be advisable to leave matters, as regards entry to farms, to the present system in your district, rather than interfering by substituting legislative enactment?—I should prefer that; and I think it would meet the wishes of the tenantry of that part of the county.

7604. *Chairman.*] The wolds of Yorkshire are not unlike the wolds of Lincolnshire on the other side of the Humber, are they?—I think they are; they are higher.

7605. You have high wold and low wold in Yorkshire?—Some parts are about 800 feet high.

7606. Did the improvement of the Yorkshire wolds begin about the same time as the improvement of the Lincolnshire wolds?—I should say the improvement of the Yorkshire wolds began about the beginning of the present century, or somewhat later.

7607. Then it was about the same time?—Yes, I should suppose so.

7608. Not later than the Linconshire wolds?—Not much.

7609. You say very little land has been chalked on the Yorkshire wolds?—Not much in proportion to the number of acres.

7610. Is not there a good deal of deep land in the high wolds that would be much benefited by chalking?—It is that part chiefly there, I think, that would be benefited; on the north part.

7611. Are you not subject to the disease of fingers and toes on turnips?—On that soil generally, unless it is marled.

7612. And also a very troublesome weed, the spurry?—Yes, it is very pernicious indeed.

7613. Is chalking a cure for that?—I have seen a remarkable instance of cure for it in one year, in the course of one crop.

7614. And chalking completely alters the character of that soil?—I believe, entirely.

7615. You say that it is not general to make allowance for cake on the wolds?—Yes, I think it is; I know it is on Sir Tatton Sykes' estate, and I have been told that other large proprietors are including it in their agreements.

7616. Is there not some degree of neglect in making manures on the wolds?—Yes, constantly; no doubt there is.

7617. Do you not sometimes find large heaps of straw lying half a mile from the farmyard, that have been threshed by the machine and left there instead of being taken home to be made into dung?—Yes, that is very true.

7618. In your opinion, would the increased use of cake be advantageous to the wold farmers?—I think it would, certainly.

7619. Would you give the cake to cattle or sheep?—We give it to both.

7620. You think it will be advantageous generally to increase the cake for cattle as well as sheep?—Yes.

7621. Is not there in the low district on the east of the wolds a good deal of

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of land that requires draining?—That is the Holderness side; it has been generally drained within the last 10 years.

7622. Is there not still a great deal of land requiring drainage?—Yes, in the Holderness; that would be improved by draining, and is being improved pretty rapidly.

7623. Still, though the advantages of draining have been known for some time, there is land to a great extent not drained?—Yes, I think so, in Holderness.

7624. Have not increased facilities been given there by improving the outfall?—Yes, not very recently; those have been made some years.

7625. Still there is a great deal of land undrained?—I believe so.

7626. Now, to go to the west side of the wolds; is not there a cold, wet flat country, that requires a good deal of draining there?—It is quite a flat country.

7627. Does not it require draining?—It does require draining; but it is rather difficult to drain from want of fall.

7628. Still, is there any insuperable difficulty?—I think in parts of it there is; the fall must be first improved before you could drain deep enough.

7629. The fall might be improved?—Yes, if there were some great general design; it would extend through a large district.

7630. Is not there a good deal of land that has a sufficient outfall that might be drained?—Yes; but I always hear that they can hardly go deep enough.

7631. They do not keep their ditches well scoured?—No; but it is a very flat district.

7632. In a part of that district they go upon the old three-shift course, two corn crops and a fallow?—That is the common way.

7633. Is not that a bad system?—A very bad system.

7634. Antiquated?—Quite so.

7635. You have also a long narrow tract of land stretching from the Humber northward, which is very barren?—It is a sand.

7636. Is not that capable of great improvement by marling?—Yes, by marling and draining, both.

7637. Could you state to the Committee any instance of improvement that has been made on that barren land?—I know a case where a property of about 800 acres belonging to Mr. Denison, near Pocklington, has been improved.

7638. Will you describe the mode?—The first process was to drain; the first expense was, I believe, to get a better outfall, which he did on that part of his estate, and then to drain deeply; and afterwards he subsoiled the sandy land, finding that beneath the surface there was a hard, impenetrable sort of matter that might be broken up by subsoil plough. After that he marled that land, putting on about 100 or 120 cart loads of manure to an acre. Having done that he has let most of it.

7639. What was the value of that land before it was improved?—I heard Mr. Denison say it was not worth 2 *s.* 6 *d.* an acre before; I recollect it well before it was done, and I know it very well know; and I am told it is now let for nearly a pound, if not a pound an acre.

7640. Is there any land of the same character capable of the same improvement?—Yes, a considerable extent of it; and in other parts of it there has been something of the same sort done; Mr. Maxwell has done a great deal, and Mr. Hudson, the Member for Sunderland.

7641. Would you state to the Committee specifically what is your objection to any legislation on the subject?—I think that, as it appears to me, it would totally alter the present understanding between landlords and tenants. I cannot but think that if this was made compulsory, the rack-rent system would be introduced, and that farms would then probably be let to the highest bidder, instead of being now let at a moderate rent, the tenant carrying out such improvements from time to time as are requisite.

7642. Then your objection is understood to be to any compulsory legislation?—Yes, I mean any compulsory legislation.

7643 Would you have the same objection to a Bill that laid down a principle similar to the custom of Lincolnshire, but which allowed the landlord and tenant by mutual agreement, either to modify the compensation or to take themselves out of it altogether?—If they had the power of taking themselves out

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out of it altogether, I should not see any objection to it myself; but all I can say is, that there is a very fair understanding at present, and I should be very fearful of that understanding being interrupted.

7644. Though there is a fair understanding, it does not appear that some very obvious improvements, such as chalking, for instance, which according to your account alters the character of the soil, and other improvements, have been carried out on the wolds of Yorkshire?—No; but I believe the advantage of chalking that sort of land is so great and so quick, that the tenant from year to year might do it, and I am persuaded he would get back all that he had laid out in the first crop.

7645. Still, though the improvement of the Yorkshire wolds commenced quite as soon as that of the Lincolnshire wolds, and the Lincolnshire wolds have been entirely chalked, it seems this sort of improvement has been neglected in Yorkshire?—Probably it was not known, and it is not a large part of the wolds that is capable of that kind of improvement; it is only a certain portion of that particular sort of soil which is subject to those diseases spoken of.

7646. The Yorkshire wold is an extensive district?—It is a very extensive district; it is said to contain about 300,000 to 400,000 acres; but with the exception of that sort of soil, chalk has been tried and has not been thought to have had such effect as to induce farmers to apply it.

7647. The Committee understand you to say that on the shallow parts of the wolds, which contain already a great deal of calcareous matter, it is not found necessary?—I have tried it, and I could not see the advantage of it.

7648. Still you have no doubt that on the deep wold land, the high wold land, it is most necessary?—It is most essential indeed there.

7649. And it has been practised almost within sight of the Yorkshire wolds, on the south of the Humber, for the last 20 years?—The portion of the wolds that contains this sort of soil is to the north entirely, many miles from the Humber, 25 or 30 miles; and that part immediately opposite the Lincolnshire wolds does not consist of that sort of soil.

7650. Though those high wold farmers are 25 miles from the Humber, they know what is going on in Lincolnshire?—Yes, by hearing, and some by seeing, perhaps.

7651. Mr. *Denison.*] Can you tell the Committee about what time the allowance for cake arose in your district?—On Sir Tatton Sykes' estate, the one which I am most acquainted with, it has been introduced within the last six or seven years, I think.

7652. Can you tell the Committee how those allowances arose?—It was thought that it might encourage the farmers, I presume, to use it if they had given them a compensation for it on quitting.

7653. Are you aware at all whether the use of cake having been begun at a time when no allowance was made, that questions arose among farmers, and difficulties presented themselves, which ended at last in this sort of accommodation of the matter?—I never heard of cases of that kind; it is possible there may have been such cases; I do not think that cake has been largely used till within the last few years on the wolds.

7654. Cake has been very largely used in the wolds of Lincolnshire and in many other parts, you are aware, for the last 30 years?—Yes.

7655. Can you account at all for the use of cake having been so slow in getting into the wolds of Yorkshire?—No, one cannot account for that exactly; it has not been the custom undoubtedly; I cannot really say why.

7656. Your opinion is, that it was introduced into Sir Tatton Sykes' agreements under the impression that it would encourage the consumption of cake by the tenant?—It was thought, I presume, to be fair to give him that kind of compensation when he quitted.

7657. Do you think that it extends beyond Sir Tatton Sykes' estate, and that it has reached what could be called the custom of the country yet?—No, I do not believe it has; I do not think it has become sufficiently general in the East Riding to acquire that sort of character.

7658. Do you think if a question should arise upon the quitting of a farm, and reference should have to be made to the custom of the country, that the custom of the country would allow compensation for the use of cake?—No, I do not think it would.

7659. Have

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7659. Have you any doubt that it would be an advantage generally if the custom of the country should go so far as to allow a tenant a fair compensation for his use of cake?—It might be so, but yet it has not been largely given in the East Riding, and no such custom could be introduced; a great portion of the East Riding farmers are men of small capital, and I do not think they could go to the expense of it.

7660. The wold farmers of the East Riding are not, generally speaking, small capitalists?—No; in their case it may have been introduced into their agreements; I know it has in Sir Tatton Sykes', who has 25,000 acres on the wolds, and I think it is possible that others may have introduced it.

7661. Speaking of the wold district beyond Sir Tatton Sykes' estate, do you think if a question arose between the outgoing and incoming tenant, where a good deal of cake had been used, that the custom of the country would allow that man any share of his outlay in cake?—I do not believe it would.

7662. Have you any doubt that it would be a fair thing, where it had been used in a wise manner, that the tenant should have that?—I think it would be; I think even now he would have some sort of allowance in this way, that the manure has been generally last year's made manure, and that belongs to the tenant; and I rather think, as far as I have heard, that the valuers in valuing that manure would take into consideration the quantity of oil-cake he had used the last winter.

7663. If the custom of the country without any agreement would sanction that allowance in the manure, the custom of the country would give it?—The custom of the country certainly would in that way give him an allowance, because it would be valued in the manure; they would not look at the bills for the linseed cake.

7664. How would you estimate the value of the proportion in the manure unless you have reference to the quantity that has been consumed?—The quantity that had been consumed would be applied for in some way or other by the valuers, and therefore they would come at some knowledge of the quantity in a certain kind of way, though there would not be quite a rigid one-third or one-fourth, as I am told it is in Lincolnshire, and as it is in the parts of the wolds referred to.

7665. Do you not think that the allowance introduced into Sir Tatton Sykes' agreements is a good thing both for the landlord and tenant?—I do.

7666. Then do you not think that if such an allowance were to extend generally, and were to prevail through the kingdom as the custom of the country, it would be an equally good thing?—Undoubtedly; if it is good in one case, it is in the other.

7667. Then if you think an allowance for cake to the tenant is a good thing, is not an allowance for bones upon the same principle, and done in the same way, a good thing too?—It seems now that the away-going crop gives it to the tenant sufficiently, because he takes his away-going crop upon that part of his farm where the bones have been applied; the custom of sowing wheat upon the turnip land prevailing over the East Riding in many parts.

7668. Do you think that the plan of the away-going crop is a good system of quitting and entering both for the outgoing and incoming tenant?—We certainly think so in the East Riding, because we have never attempted to alter it; we are satisfied with it.

7669. Then you think that the tenant gets his allowance for bones by selecting that part of the farm from which he takes his away-going crop?—Yes, I do.

7670. In the case of a district of country that requires draining, and where the tenant should undertake to underdrain the land, do you think it would be a good thing that tenants should devote their capital, where they possess it, to the improvement of the land?—Yes.

7671. Then do you not think it would be a reasonable thing, that the tenants should be allowed compensation for draining, upon the same principle as it is for cake and bones?—I cannot but think that the draining is much better done by the landlord.

7672. The question refers to a case where the landlord is not disposed to do it, and where the tenant occupying a farm, and finds that his landlord is not willing, or is not able to undertake the draining, is himself disposed to undertake

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take the draining of his land; do you not think that if it is good he should have compensation for bones and for oil-cake, it would be good both for the tenant and the landlord, that he should have an interest in so great a permanent improvement as draining?—If he did make an improvement of that sort, it is fair that he should have some advantage accruing.

7673. Then may not the same question be asked with regard to such an improvement as marling or chalking the land upon districts where it is a real benefit?—I cannot but think that, as far as I have ever seen, the benefit is so immediate from chalking, that there would be no necessity to look for compensation afterwards.

7674. Suppose a man lays out a great sum of money in marling his land in the year 1828, and then dies, his family ought to reap that benefit?—So they would.

7675. How would they reap the benefit?—In the first place the crop would be his, or the property of his executors, and then the immediate crop following this chalking would repay them for anything laid out, as far as I am able to judge.

7676. Are you not aware that the outlay in marling very often pays nothing the first year?—I saw some chalking done upon the property of a relation of mine on those northern wolds, a crop of oats; half was done, the other half undone; and he told me that where it was not chalked, he reaped two quarters of oats an acre, and where it was chalked he reaped nine; and I am sure from the appearance of the stubble that I could believe that.

7677. Supposing that the benefit of chalking the land should extend over several years, do you see any reason why the same principle of allowance should not be extended to that, that is extended to draining?—No, I do not see any reason why it should not be.

7678. Then it is not your opinion, that everything which encourages a judicious expenditure of capital upon land is a good thing both for the tenant and the landlord?—Yes, I do indeed think so.

7679. Do you not think that giving a tenant an interest in any expensive improvements of the sort that have been spoken of, and such as is done in the case of cake, would induce the tenant to lay out capital more freely than where he has no security at present?—In certain cases it might; I am quite willing to go so far as that.

7680. Have you any doubt, that if agreements to that effect could be made between landlords and tenants that it would be a mutual advantage to both?—I think an arrangement that would be of mutual advantage to both might be effected between the parties.

7681. Then you are understood to object to the direct interference of the Legislature; you would not think anything a disadvantage that would conduce to an arrangement between landlords and tenants among themselves to this effect?—No, I do not think it could be productive of evil.

Mr. *William Loft,* called in; and Examined.

Mr. *W. Loft.*

7682. Sir *J. Trollope.*] YOU reside at Trusthorpe, in Lincolnshire?—I do.

7683. Is that upon the marsh land near the coast?—Yes, on the marsh land on the sea coast.

7684. How far are you from the coast?—One mile.

7685. Do you occupy more than one farm?—Yes, I occupy two.

7686. Are both situated on the marsh district?—No, one is on the wold, near Horncastle.

7687. You call those the South Wolds?—No, it is the Wolds.

7688. Not the higher range?—Yes, it is a considerable height.

7689. What is the extent of your cultivation?—About 500 acres each.

7690. One is your own property?—The one on the marsh.

7691. Is the mode of entry the same both on the wolds and the marsh?—No, not exactly.

7692. When do you enter generally in that part of Lincolnshire?—Generally Lady-day; in some few instances May-day.

7693. What part do you speak of?—Generally in Lincolnshire.

7694. All over your district?—Yes.

7695. Do

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7695. Do you enter upon the house and buildings at the same time as the land?—No; they are held to May-day; the land to Old Lady-day.

7696. Who does the repairs generally of the buildings of rented farms?—The tenant generally.

7697. Are they under agreement to do so?—Generally speaking they are; in many instances the landlord finds the materials.

7698. Are you under any agreement as to the mode of cultivation?—When I first took the Wold farm, I took it very much out of condition; I took it for 14 years; that expired last Lady-day 12 months.

7699. Have you renewed as tenant-at-will?—Yes.

7700. Without any agreement or covenant?—Nothing more than a verbal agreement.

7701. What is the rule with regard to the consumption of the produce of the farm; the corn crops?—The outgoing tenant consumes his own straw in the winter in the usual course.

7702. Is he paid for it?—No, he is not.

7703. The manure is left for the incoming tenant, free of any charge?—Yes.

7704. When notice is given, what is the process of husbandry that a tenant going to give up his holding usually adopts?—He ploughs and sows in regular course.

7705. And is paid for acts of husbandry?—Yes, he ploughs and sows in the usual course of husbandry; he is bound to do it himself properly, or allow the incoming tenant to come in and do it.

7706. And when does the incoming tenant come in to sow the wheat?—Michaelmas; the 13th of October.

7707. How is it as to the fallows?—They generally enter upon the fallows in December, and the spring crop, Lady-day.

7708. Are they allowed to enter to sow the spring corn before Lady-day?—Candlemas, sometimes.

7709. In regard to the draining; have you done any on rented farms?—Yes.

7710. Have you not occupied other farms?—Yes, I have.

7711. To a considerable extent?—Not a very considerable extent; but I have occupied other farms as well.

7712. In cases of drainage, where the tenant finds the tiles, is any allowance made?—It is a very common practice in Lincolnshire for a landlord to find materials, tiles for instance, the tenant putting them in.

7713. Is any allowance made to a tenant on giving up a farm under those circumstances?—Not under those circumstances; there is, if he finds all the materials.

7714. How long for?—From three to five or six years.

7715. It varies according to the mode in which the work is done, whether it is deep or shallow draining?—Yes.

7716. Is marling or claying done?—Yes.

7717. Is there any allowance for that?—Yes.

7718. For what period?—From three to seven years, I should say.

7719. And liming?—Yes, and liming too.

7720. Is that allowed for?—Yes; a great deal is used in the marsh district on the clay lands.

7721. A great deal of that land has lately been converted from pasture land to tillage?—Yes, a great deal of it.

7722. In that case you lime?—Yes.

7723. What allowance is there for the lime?—Generally they allow three or four crops.

7724. It is calculated by the crops, not by the year?—Yes.

7725. In regard to bones, what is the allowance?—They never use them on the clay land, and in the wolds the general practice is to take the last three years and divide it by three: you get then one year's bone bill allowed; taking it on the average of the last three years.

7726. With regard to oil-cake, is there any allowance?—It is getting to be the case very generally.

7727. What is the allowance?—I know several instances myself on wold farms; I am allowed half the last year's cake bill, and one third of the year's before; some are allowed only half of the last year's.

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7728. Whom do the buildings belong to?—The landlord.

7729. If they are upon base stones they are removable?—Yes.

7730. Are there other things taken into account by valuers when you leave a farm, such as gardens and fruit-trees?—Yes, everything of that kind is valued.

7731. They are allowed for?—Yes.

7732. What is the mode of valuation?—It is precisely the same as that proposed by the new Bill; the incoming tenant appoints one valuer and the outgoing tenant appoints another, and the two appoint an umpire.

7733. When a decision is given of the valuers and the umpire, in what form is it given?—In a gross sum.

7734. Not item by item?—There is no bill of particulars.

7735. Is there any appeal from that decision?—There is no appeal at all. I think it is a very great source of complaint that they should not produce a bill of particulars, and that there should be no appeal from them. I have very frequently known it happen that a very unfair valuation is made, because the two valuers having to appoint their own umpire, each one takes care to name one of his own way of thinking with regard to allowances, and if they cannot agree as to the appointment, they draw lots for him, and whose nominee soever is drawn, it is pretty well known that it will go very much in favour of that party; very often much more than it ought to do.

7736. You think the mode of appointment is not good?—No.

7737. Nor the mode of settling the valuations?—No, I think they ought to be compelled to produce a bill of particulars.

7738. Would that make the matter right?—Yes, giving in a lumping sum in that way hides their blunders and mistakes, and their partialities as well.

7739. What mode of appeal would you give, provided a bill of particulars was sent in?—That I do not know.

7740. Could it be got at otherwise than by an action in a court of law?—It could not at present.

7741. What is the course of cultivation of the lands in the marsh?—The cultivation used to be wheat, beans, and dead fallow.

7742. One white crop?—One white crop in the three years; the bean crop had enough to do to pay its own expenses; since we have marled and limed the land we very seldom have a dead fallow at all.

7743. What is your course of cropping?—Wheat, then a green crop, and wheat again, with a dead fallow to lime once in eight, nine, or ten years.

7744. What is your green crop?—Sometimes rape, sometimes tares, sometimes clover.

7745. You vary it?—Sometimes beans, or pulse crops.

7746. Will your land, after draining, bear turnips?—It will bring turnips; but it is not adapted, for this reason, if the land is trodden when it is wet, it grows very little corn after.

7747. It becomes sodden and too dense?—Yes.

7748. Will you describe the objection you have to the interference of the Legislature between landlord and tenant, if you have any such objection?—I do not think it is generally wished for in the county; they were anxious for it at first, but second considerations have driven away that anxiety entirely. It would destroy a great deal of confidence that exists between landlord and tenant, because now the landlords of Lincolnshire generally are a very liberal class of men, and we get reasonable allowances; the allowances come as fast as the improvements are made.

7749. The allowances follow the gradual introduction of improvements?—Yes.

7750. Do you apprehend that the Legislature defining the law upon the subject would put a check to further gradual improvements?—I think it might in some measure; I think it would with regard to buildings; the landlord does them at present, and if the tenant were to be allowed for them, the landlord would throw them upon the tenant's shoulders.

7751. More than they do now?—Yes.

7752. Do you apprehend there would be any danger, when the landlords were made answerable for all the tenants' improvements, of the landlord being inclined to take the utmost rental of his estate?—It might, but not always.

7753. Would not it have a tendency to make them desirous to have the utmost

most value for their estate if they were answerable for the utmost value of every improvement?—Yes, I think so.

7754. Would not it bring about an interruption to the good feeling you have described to have hitherto existed?—I think it would.

7755. Has not the discussion of this subject in the county of Lincoln, where it has entered largely into the consideration of occupiers and owners of land, produced an alteration in their feeling, so that they do not now regard it necessary to have a legislative enactment?—I do not think they do.

7756. Do you think any improvement could be made in the system of letting land; that is, agreements for compensation according to the custom of the country?—The old agreements, as they fall in, almost all are altered and improved according to the present system of agriculture, to meet the present state of the times.

7757. *Chairman.*] You consider your present system in Lincolnshire of compensation to the tenant for different kinds of improvements a very good one?—Yes, I think so.

7758. And a great deal of improvement has taken place under it?—Yes.

7759. And the Lincolnshire farmers are perfectly satisfied with it; they do not wish to be interfered with by the Legislature?—I do not think they do.

7760. Supposing the Legislature were to leave them undisturbed, do you see any objection to the same custom existing in other parts of England for the benefit of the tenants?—No, I do not see any objection to it.

7761. On the wolds you have a claim for chalking the land?—Yes, we have.

7762. The chalking does not do much good the first year?—In a great many instances it does positive injury the first two or three years.

7763. Therefore it is absolutely necessary, if the tenant is to do it, that he should have a term of compensation?—Yes; the tenants always do it; I never have known it done by the landlord.

7764. Though you do not require any enactment for your benefit in the wolds, do you not think that the farmers on the Berkshire wolds would be the better off for chalking or marling their lands?—Yes; I think if their system was improved as well as our system in Lincolnshire, there would be the same allowances; I think they would follow as a matter of course.

7765. You say that the buildings at present are done by the landlords?—They are generally done by the landlords.

7766. You have rather an opulent set of landlords in Lincolnshire?—Yes.

7767. Are you aware that in some parts of England the landlords are not so opulent, that they have a great extent of farm buildings almost tumbling down, and would be unable out of their income to make such fine buildings as you have in Lincolnshire?—Yes, I am aware of that.

7768. You say that the marsh land has been much benefited by liming?—Yes, by draining and liming.

7769. That was in grass before?—A great deal of it.

7770. What sort of grass is it?—It is a middle description of grass for holding stock; it is not feeding land; I have never taken up any feeding land.

7771. What quantity of lime did you put on?—Generally about four chaldrons to an acre; that is about 128 bushels.

7772. What is the expense per acre?—It costs me about 50 *s.* an acre.

7773. Has this operation answered?—Yes, it has answered very well indeed.

7774. As to your own land, have you not got some pretty good crops of wheat lately?—Yes, very good; I can produce more wheat now under this system every other year, than I did once in three years before, considerably more.

7775. You are not speaking of the grass land, but of what was wheat land?—Yes.

7776. You find it beneficial on the arable clay land?—Yes.

7777. What quantity of wheat have you thrashed out per acre on your land?—The greatest quantity I have had is between eight and nine quarters; I have had upwards of 12 quarters in two following years, on the same land, taking the two years together.

7778. You say that there is some improvement required in the system which works on the whole so well, as to the mode of conducting the valuation?—Yes.

7779. You are understood to say, that as it is a matter of chance on which side the majority lies in an arbitration, that therefore it would be desirable to

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to get an impartial umpire?—Yes; in most cases now, I wish to say, that there is quite as much given to an outgoing tenant who is a sloven, and has left the land half ploughed, for instance, and every thing of that sort done badly, as if it were done properly; he gets the same advantage exactly.

7780. Ought the incoming tenant to be allowed some deduction from the compensation to be paid if the land is badly tilled or full of couch?—Yes; but it is not the case.

7781. You think the arbitrator should be bound to give a bill of particulars?—Yes, I think so.

7782. Mr. *Denison.*] If you should find yourself upon a farm in a country where there was no allowance made for cake, for bones, for draining, or for chalking, should you feel disposed to enter upon a spirited course of improving in such a country?—Not without a lease.

7783. Do you think that it would be a good thing for the landlords and tenants that the sort of allowance which is made in Lincolnshire, or something of that principle suited to the country, should extend itself to other districts?—I do.

7784. Do you think it is a good thing for landlords and tenants that capital should be expended judiciously on the improvement of land?—Yes.

7785. Is it possible to get capital expended freely by the tenantry upon land where they have not either compensation for unexhausted improvements nor leases?—I do not think it is.

Mr. *George German*, called in; and Examined.

Mr. *G. German.*

7786. Mr. *Colvile.*] YOU reside in Derbyshire, and on the borders of Leicestershire and Warwickshire?—Yes.

7787. You are a tenant farmer and a land-agent?—Yes.

7788. Have you any custom in the part of the country you reside in?—We have very little of what is considered tenant-right; if the tenant has made a fallow, he claims the crop that that fallow would produce.

7789. You have no other allowances?—No.

7790. What mode of tenure do you consider the most conducive to good farming?—I should consider that a landlord giving a liberal tenant-right would be the most likely to get his estate well farmed.

7791. Is tenant-right gradually working its way into the district in which you live?—Yes, gradually but slowly.

7792. The landlord of the estate with which you are connected, has introduced a system of tenant-right?—Yes.

7793. Will you inform the Committee what it is?—The compensations are "To tenants on quitting, for the following articles bought and used on their farms: 1. All dung or night soil; first year, the whole value and carriage; second year, half the value. 2. Lime: first year, the whole; second year, half; third year, one-third value and carriage. It is presumed the tenant has no benefit the first year; but if a crop has been taken, the allowance to commence as for the second year; this explanation to apply equally to the first clause. 3. Linseed: Linseed cake or corn; first year, one-third; second year, one-sixth; but if given to horses, no allowance. The explanation to the two former clauses to apply to this also, if the manure (improved by the linseed, linseed cake, or corn) has been used for a crop. 4. Rape-dust: first year, one-third of the bill after a crop of corn, hay, or clover. 5. Artificial manure: No engagement; but if Mr. Moore and his agent consider there is any permanent benefit to the land, will make such allowance as they may deem necessary. This clause will be liberally construed. 6. Also for soughing and draining (with the landlord's consent): an equal proportion for seven years, if more than four feet deep for 10 years; or the soughing to be done by the landlord, and six per cent. per annum on the outlay to be charged as additional rent to the tenant. 7. Also turnip fallow, to be paid for as dead or naked fallow, and in addition half the value of the crop of turnips; provided the half paid for is consumed on the land where they have been grown."

7794. Do you think that sufficient security to encourage tenants freely to invest their capital?—I think it is under the large landowners where the tenant has a probability of permanent occupation.

7795. You think that the tenants on large estates feel it so?—Yes.

7796. And

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7796. And will have the effect of encouraging them to lay out their capital?—Yes.

7797. Do you think that system will gradually work its way into other districts?—Yes.

7798. Do you know whether any other landowners have carried out that system, or made inquiries upon it?—I do know of inquiries.

7799. You know that a number of landlords are inquiring about it, and you believe with the view of introducing it on their estates?—Yes, I do.

7800. Then you think this will be introduced without the aid of legislative interference?—Yes; but it will take considerable time to do it.

7801. In what respect do you think the Legislature ought to interfere between landlord and tenant?—Supposing you could introduce a liberal tenant-right without the interference of the Legislature I would do it, but if it cannot be done without the interference I would do it with the interference.

7802. Do you think those persons incapacitated now by law from giving tenant-right ought to be allowed to do so?—I do.

7803. Do you think that the tenants ought to have their farming fixtures just as much as trading tenants their trading fixtures?—Yes.

7804. Is it your opinion that in the event of any Act of Parliament passing on this subject, that the whole question of law between landlord and tenant should be reconsidered?—I think the whole should be reconsidered; of course it would be taking too wide a field to say it ought to be all altered.

7805. Do you know any inconvenience that arises from the difficulty of ejecting bad tenants?—Yes, the landlord has a very uncertain remedy as to dilapidations.

7806. There is one particular case occurred on the estate you manage; a case of ejectment?—Yes.

7807. Relate to the Committee what that case was?—A notice was given the tenant to quit in consequence of getting in arrear in rent.

7808. When was that?—In 1843; and when the notice expired he disputed the tenancy as to being a new or old Lady-day holding, 25th of March, or the 6th of April; after the 6th of April an offer was made to him to take part of his fixtures (he was a wheelwright, and had erected some fixtures for his trade); an offer was made to take one part and allow him to remove the others, and to pay him for some ploughings and a little fallow upon the land; he overheld, and the case had to go on to trial.

7809. And he held adversely till the trial, which was the 2nd of August?—Yes.

7810. In the meantime will you inform the Committee how he cultivated his land?—There were about 44¾ acres, about 15 acres of arable land only, that was in four fields; two fields of about five and a half acres he set with early potatoes, and he allowed an immense quantity of weed to grow, and seed among them; one field of four and a half acres he allowed kedlock or charlock to grow to an immense crop; shortly before the ejectment was tried it was mown and seeded on the land.

7811. What did it cost the landlord to eject him; what was the legal expense?—The action of ejectment cost 96 *l.* 6 *s.* 10 *d.*

7812. How much do you think the land was injured by that overholding and cultivating in that mode?—By mowing all the turf except an acre and three quarters, and taking away the produce; it was injured at the very least to the extent of a year's rent.

7813. Then had the landlord any remedy against this tenant for sowing his land with kedlock?—Provided the tenant had been a responsible man, the landlord would have had an action.

7814. Did he proceed to punish him?—The man got into the bankruptcy court, and he was opposed there.

7815. What did that cost the landlord?—That cost him 47 *l.* 12 *s.* 3 *d.*

7816. In addition to the 96 *l.* 6 *s.* 10 *d.*?—Yes.

7817. Did you go over the farm afterwards to make any report of the cultivation?—Yes.

7818. What was it?—The day we got possession was the 7th of August; nine acres of upland meadow mown, the hay taken away; another field of 12¾, 15 perches of turf mown, and the hay taken away, in a very impoverished state; five acres and 18 perches of turf mown, and the hay taken away; five acres

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and three quarters and 30 perches of peas, worth nothing as corn, mown green, and taken away; nine acres, two roods, and eight perches arable, all wanting fallowing, and the little time there was between the time that this grass was mown, and the time we obtained possession, the land had been grazed with sheep by him, so as to leave no aftermath.

7819. From those circumstances, do you think it is desirable that the landlord should be allowed some power to eject tenants summarily, to secure their land from deterioration?—Yes; to obtain possession of his land.

7820. Can you suggest to the Committee any course for that?—I believe now the magistrates have power to give orders where occupations are not above 20 *l.*; the magistrates might do it in petty sessions, or the county courts might do it, on the landlord proving his title, and his legal notice; if there was a cause of action between the landlord and tenant, to go on to the assizes.

7821. *Chairman.*] You say the land was injured by the hay being removed; you mean that the hay was sold off?—Yes.

7822. Was that contrary to the covenants?—There was no written agreement, but it was contrary to the custom of the country; all the produce of the turf land ought to have been consumed on the land.

7822.* Generally speaking, you have no doubt of the advantage of the system of compensation for improvements to the tenant?—Certainly not.

7823. How long have those allowances of Mr. Moore's been given to his tenants?—They were proposed at the Christmas rent-day 1846; the first printed forms we delivered was at Lady-day 1847; we thought a little alteration was necessary, and this is dated March 1848.

7824. And you think this would be generally beneficial in your neighbourhood?—I do: I have an old form here, which would show that we have lessened the allowance for cake, and added corn.

7825. Have many other gentlemen done the same thing?—Not that I am aware of. I have heard of several inquiries, and have been asked for copies of this paper. I am not aware whether those allowances have been adopted.

7826. Will they become universal in your neighbourhood?—I should think they would in time; but it will take a long period to get them.

7827. Those tenants who have not those allowances, would be laid under disadvantage as compared with their neighbours?—Yes.

7828. Do you see any objection to the introduction of them being hastened a little by legislation, provided there were no violent dictation as to the terms, and the landlords and tenants were allowed to settle those terms between them?—I should not like to see anything interfering with the good understanding between landlord and tenant that there is generally; at the same time I should like to see a fair compensation.

7829. You are understood to say that you would not like to see any compulsory arrangement that would say every landlord must give compensation for all those improvements, and for certain terms of years; but supposing a Bill were passed that should introduce the principle generally that the tenant should be entitled to compensation, which should leave to the landlord the power even of exempting himself altogether, and at all events of arranging with his tenant for what time the compensation should run, and to what articles it should apply, should you see any strong objection to that?—No; but if it left the landlord and tenant to exempt themselves from it entirely, that would be of very little use.

7830. Though it would not be compulsory, would not it turn the landlord's attention more forcibly to the subject?—It might do good in that way.

7831. Mr. *Denison.*] How do you propose to have those questions decided between tenants; it is not mentioned in the paper given in?—Mr. Moore's covenants in the agreements provide that each party shall appoint a valuer, and an umpire shall be appointed by them, whose decision shall be final.

7832. Have you had in your country practical experience of this principle of arbitration?—A little of it, not a very great deal.

7833. Do you think it is possible that there may be some difficulties with regard to valuers to be employed in this matter?—There may be difficulties, but I do not think the difficulty so great as some do. I think men of business are generally employed, and they either do or ought to carry out the principle fairly.

7834. You were in the room and heard the witness who lately gave evidence that

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that there was a great deal of partiality sometimes in those arbitrations?—Yes, I was.

7835. Do you think it would be necessary to take any steps to provide impartial umpires, or do you think it could be satisfactorily left to arbitration between the parties?—There is no difficulty in leaving it, but if by any Bill you could make an impartial appointment, I would do so.

7836. At present you are not able to speak from experience of the practical working of this system of valuation?—No, I have seen very little against it; it is generally acted on on the tenant's quitting, and it is very seldom an umpire has had to be called in.

7837. Clause eight provides that, "At the termination of each year, the tenant shall give an account to his landlord or his agent of all money expended by him during the previous year, for which he is entitled to claim any allowance on quitting his land;" do you think that for the purpose of facilitating these allowances, that that is a very important element?—I do.

7838. And without some yearly account were kept, if matters were allowed to run back for several years, the difficulty about the arbitration would be much increased?—Yes, and I think a landlord making himself responsible for money has a right to know to what extent he is making himself responsible; we engage that printed forms shall be furnished to the tenants.

Mr. *Robert Clutton*, called in; and Examined.

Mr. *R. Clutton.*

7839. Sir *J. Trollope.*] YOU live at Hartswood, near Reigate, in Surrey?—Yes.

7840. And practise extensively as a land agent in many counties in England?—Yes.

7841. In how many counties do you act?—I act as an agent in as many as 11 or 12, but not extensively in them all.

7842. You have agencies in as many as that?—My engagements are principally in Surrey, Sussex, and Kent.

7843. In the county of Surrey is not there a tenant-right existing to a very great extent?—Yes.

7844. Has that insured good cultivation and management of the land?—It has not.

7845. Has it even promoted it?—No.

7846. Have you heard that it has led to any imposition attempted to be practised between the incoming and outgoing tenants?—Yes, to a very considerable extent.

7847. Do you find that it promotes a system of fraud and falsehood among farmers, and that it has even extended to labourers?—It does; I will explain what I mean.

7848. Do you find that tenants on entering farms have a feeling existing among them that they have been imposed upon?—No doubt of it.

7849. That he has paid more than he ought to do for fallows, half fallows, dressings, and half dressings?—Yes.

7850. What is the prevailing custom of compensation that exists?—I will describe to you the custom.

7851. Do so, if you please?—Where the full custom of the county is spoken of, and where the tenant speaks of being paid a full valuation, according to the custom of the country, that means that he is paid for dressings, and half dressings, of dung, and lime, and sheep foldings, for ploughings and fallows, including the rent and taxes of the fallows, half fallows, and lays.

7852. *Chairman.*] Naked fallows?—Yes, whether naked or otherwise; seed sown with the spring corn.

7853. That is the seed of the clover or rye-grass?—Yes; the underwoods down to the stem, hay and straw at a feeding price, the hay and straw being at a market price where the half dressings are not paid for; these valuations are settled by two valuers, or their umpire.

7854. Sir *J. Trollope.*] Have you stated to the Committee the whole of the articles for which compensation is generally given in Surrey?—Yes; by custom.

7855. You have stated it promotes a system of fraud and falsehood among the farmers, and even extends to the labourers; will you state in what way it has that effect?—It takes place principally in the half dressings; by which I mean, and which is generally meant in the county, those manurings from which only one crop of corn has been taken. Where manure has been put on at a distance of time it is exceedingly difficult to check the quantity or quality of the dressings, and we find that very false returns are made of it.

7856. Both of the quantity and of the quality?—Yes; both of the quantity and of the quality.

7857. You find in many cases where farms are about to be given up, they scatter down an inferior and smaller quantity of manure, and claim for it as dressing?—They work up to a quitting.

7858. They work out a false account?—They work out the farm, and put in inferior manure.

7859. To receive payment for it as if it were of good quality?—Yes; having been so imposed upon at starting, they feel justified in playing the same tricks upon their quitting; it is frequently done.

7860. In what way does it extend to the labourer and contaminate him?—He is called on to give testimony as to quality and quantity.

7861. And that testimony is not to be relied upon?—Not always.

7862. Has not the system of valuations grown up and greatly extended in Surrey?—It has been growing up for a good many years; it originated when prices were higher than they are now; but it has been a gradual growth, and there are still attempts to increase it. There has been an attempt since the Tithe Commutation Act has operated, to add to the cost of the fallows the tithe rentcharge upon the acres coming for fallow in addition to the rent and taxes; but the thing is better understood now than before, and it has been resisted.

7863. You are an occupier of land to a large extent?—To the extent of 500 to 600 acres.

7864. As a tenant?—It is principally my own property, partially as a tenant.

7865. Do you find that appraisers are appointed by tenants to go over the farms and tell them how to make a high valuation?—Yes.

7866. You have known that?—Yes.

7867. To make the highest possible charge?—Yes; they go over to tell those tenants how they may get up their valuations.

7868. You have found that those allowances have been so onerous on the incoming tenant that in some instances landowners have been induced to buy them up, and discharge their estates, because they were found practically to limit the choice of tenants, and to lock up the capital of those who had been induced to take their farms?—That has been done extensively.

7869. That landowners have bought them up?—Yes, particularly the half dressings and half fallows; those being the items of valuation in which the tenant feels he is most liable to be imposed upon, and where there is the least check.

7870. You say it has limited the choice of tenants and locked up capital; do you mean that farms are not so readily let in Surrey, owing to this heavy tenant-right?—It has a tendency to lower the rents of the farms.

7871. Do you find the rent of land in that district is lessened as compared with other parts of England where you have been employed as an agent?—Yes.

7872. Within your own knowledge, you state that fact?—Undoubtedly.

7873. Perhaps you can instance estates where you find those rights purchased up, and which are found so burdensome?—I have been employed in buying up those tenant-rights principally in the county of Sussex and in part of the county of Surrey. I have had a recent heavy case, over 700 acres of land, where the half dressings and half fallows were valued by two valuers and their umpire; they came to 690 *l.*

7874. It comes to more than the amount of acres over the whole farm?—It comes to very nearly two years' rent, and there was scarcely any acre of the land upon that farm that I should have liked to sow corn upon, it was in such a bad condition.

7875. And was it purchased up?—It was; the half fallows and half dressings.

7876. At its full value?—Yes.

7877. You found this custom so embarrassing then that you could not let the farm without buying it?—Yes.

7878. Did you get a tenant?—Yes.

7879. Have you been able to get a tenant in consequence of purchasing up the rights?—Yes, I have.

7880. Do you find, generally speaking, that it is the desire of the tenantry of the estates you are connected with to have a legislative enactment upon the subject?—I have made it my business, in holding my audits, to inquire whether the tenants are aware that such a measure is in contemplation; one in twenty are not aware of it, and curiously enough large occupiers, though not far from London, are not aware that such a measure is in contemplation; they appear to me to be wholly indifferent about it.

7881. Have you ever turned your mind to the power of removal of buildings on the part of the tenant, which have been put up by himself?—I think it would be desirable that tenants should be at liberty to remove buildings erected by themselves; I have seen great inconvenience arise from the want of it, particularly estates under disability, where the landlord has been a minor, and has had no power to erect buildings, and no power to give security to the tenant.

7882. Is that the case in lands held of corporations?—Yes.

7883. And in those cases they cannot remove buildings?—No.

7884. You think it would be desirable on the part of the Legislature to grant permission to remove such buildings, if not taken at a valuation at the termination of the tenancy?—Yes, if the land is held only for a short term of years.

7885. Have you heard of the use of oil-cake being introduced?—Yes, to a great extent.

7886. Without legislative interference?—Yes, the interest of the tenant has been sufficient to induce him to use it.

7887. Where the tenants have a right of remuneration for dressings and half dressings, are they paid for the cake as well?—They are paid for the manure, the value of which is thereby increased.

7888. The value of the cake is taken in the value of the manure?—Yes, but not as a proportion of the cost of the cake.

7889. In consequence of the extended use of cake, has it risen in price to the consumer?—Yes.

7890. Do you attribute it to that cause?—No doubt.

7891. Have you done much drainage in your agencies?—Yes.

7892. Upon what principle is the allowance given when the landlord does it; does he charge interest for his money?—Yes, or if it is inconvenient to lay out the money, to allow at the end of the holding (where the tenant is holding by the year), for a certain number of years a proportion of the outlay.

7893. According to the number of years?—Yes, according to the number of years, and according to the quality of the draining. Draining some few years ago was of a very inferior quality to what it is now. We used to drain with the mole plough, and with bushes; now that draining is improved in its quality, and tile draining is carried on extensively, landlords are enlarging the number of years over which those allowances extend. And to a considerable extent I have made arrangements for landlords, that for any drainage done within 10 or 12 years, the tenant shall be allowed on quitting a valuation in tenths or twelfths, as may be agreed.

7894. Then in fact, within your knowledge, the allowance for draining has extended, and is still further extending, according to circumstances?—Very much.

7895. Do you conceive it necessary that the Legislature should step in to make any fixed principle upon which those matters should be allowed?—I consider it is wholly unnecessary, and as a landlord I should think it very extraordinary.

7896. You think it objectionable as a landlord?—Yes.

7897. As a tenant, do you think it necessary?—I do not.

7898. Do you conceive that an Act of Parliament defining the mode and the amount of compensation might have a tendency to check further improvements in agriculture?—I cannot say that. If an Act of Parliament should pass, leaving it as it is now, that landlords are at liberty to act under it or not, as they pleased, it would appear to be useless.

7899. And inoperative?—And inoperative, except as an Act of Parliament pointing out to landlords their duties, if they require that sort of hint; that would be the only use of it which I can see.

7900. You have read the Bill before Parliament?—Yes.

7901. Do you conceive that it would be of any use whatever?—Except as regards

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regards the power to remove buildings, it would not be useful. The customs of Surrey have raised up a great number of valuers and appraisers, and the mode of arbitration is certainly very objectionable. I heard what the former witness said with regard to that, and I entirely coincide with it. Each valuer, in case of difference, which very often happens, names the umpire most likely to side with his own view, and it is left to a mere toss up who shall be the arbitrator. If any mode could be adopted to improve the arbitration it would be a good thing. I quite agree in the opinion which I also heard expressed, that the amount of valuation does not in the least depend whether the farm is or is not properly left. Upon entering a farm very much out of order, you have, in a general way, as much to pay for it as if it was in a good state.

7902. Upon the whole, in the county of Surrey probably the Legislature interfering would legalise those customs that you now think positively would be injurious, alluding more particularly to the mode of calculating half dressings and half fallows?—If a legislative enactment would lead to the extension over the whole country of the customs of Surrey, it would lead to very great mischief.

7903. But would not your own customs of Surrey then become the law of the land as regards that county?—Yes.

7904. And perpetuate the bad customs?—I think so; I can easily imagine, to a person who did not know the practice of Surrey, that an agreement to pay for unexhausted improvements in the way of half dressings, foldings, and half fallows, might appear extremely fair upon the face of it, but in practice in Surrey it is not found to work equitably or fairly.

7905. Mr. *Colvile.*] You say that, on tenants giving up their farms, great fraud is frequently practised with regard to the manures they charge; do you think that if they year by year returned an account to the landlord of the manures which they intended to charge at the expiration of the tenancy, the evil of which you complain would not be remedied?—It would have a tendency to remedy it; but it would have a tendency to a kind of interference that would be much disliked.

7906. Would not it render it wholly impossible for them to commit a fraud?—I can scarcely see that.

7907. Would not it give the landlord an opportunity of inquiring immediately, upon the spot, whether the manures had been applied, and how they had been applied?—No doubt it would.

7908. Therefore, if it were done, the evil you complain of would not exist?—It would have a tendency to lessen it.

7909. *Chairman.*] It appears with regard to the tenant-right of Surrey, which you have stated to the Committee, it is chiefly for a claim that has been established by the Surrey tenants for acts of husbandry, and for what enters into the ordinary occupation of a farm?—Yes.

7910. With regard to the dressing, that is dung, on the premises?—Dung made in the ordinary course of cultivation.

7911. With regard to that, you have probably no difficulty, the dung that is actually lying in a heap?—That belongs to the tenant, and is applied; that you see.

7912. About that you have no difficulty?—No.

7913. And you do not probably object to that part of the custom?—No, I have no objection to the payment for dung in the yards.

7914. Then as to the half dressings, meaning dung, applied in a former year, you stated you had great difficulty in ascertaining the quantity and quality that had been applied?—Yes.

7915. Inasmuch as it has been made on the premises, you have no test to go to, no tradesman's or merchant's bill, as you would for bones, but you are obliged to rely upon the evidence of the tenant and his labourers?—Yes.

7916. That you consider an objectionable custom?—Yes.

7917. With regard to the payment for naked fallows, though they belong to rather an obsolete mode of farming, probably it has a fair though unavoidable claim, as long as that system exists?—Yes; naked fallows are not very much practised; but whether they are naked or bearing a green crop, they are equally paid for.

7918. Is it not the case, that in other counties, where root crops have been substituted for the naked fallows, though the ploughings and harrowings may be allowed

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allowed for, no one would think of allowing for the rent and taxes on the turnip crop?—No, I think it is peculiar to Surrey.

7919. Therefore that is a claim arising out of an old practice of farming, which, although the motive is gone, is somehow or other been allowed to continue in Surrey?—Yes.

7920. Then of course you consider the half fallows still more objectionable and unreasonable?—Yes, I do.

7921. And what you chiefly object to in the custom of Surrey is the half dressings and the half fallows?—Yes, that is the principal objection.

7922. Though it would be hardly possible for any Act of Parliament to alter the custom of the country as to acts of husbandry, do you see anything in the Bill in your hands which would legalize this custom in Surrey?—No; but I say, this Bill appears to me to have a tendency to increase the number of valuers; it would have a tendency to increase this kind of payment.

7923. You do not find any words in that Bill that would legislate upon the principle of the custom such as you have described?—My principal objection to this Bill is in the temporary improvement of the land by the purchase of artificial manure, or the purchase of food for cattle, it is so extremely difficult to say how much of this artificial food is paid for by the cattle, and how much is manure to the land; I think it is placing a great deal too much in the hands of the valuer.

7924. You are understood to say you think it would be impossible to distinguish which went to the feeding of the cattle, and which to the improvement of the land?—Yes; what proportion of it would be remunerated by the increase of the corn crop, and what by the cattle; and all those questions would arise under that kind of clause.

7925. You have stated that the quality of the manure is also taken into consideration by the custom of Surrey?—Yes.

7926. In that case no valuer who understood his business would make any allowance for cake, inasmuch as it was being allowed for in the valuation of the dung; if he were to allow for it in the cake also, he would be paying for the same thing twice over?—Yes.

7927. You have stated that you consider the present system of arbitration objectionable?—Yes.

7928. In your opinion, is it necessary for the interests of the incoming tenant, and the landlord, that some means should be found of obtaining the appointment of an impartial umpire?—I think it would be desirable.

7929. And do you think that it would be desirable that they should make out an account in a bill of particulars, not in a lumping sum?—Yes, it would be desirable.

7930. You have also stated that farms are often given up in a very poor state?—In a very inferior state.

7931. Do you think it would be desirable that the landlord or incoming tenant should receive compensation for any imperfect husbandry, or for any foulness of the land?—I have always contended that to entitle the tenant to be paid according to the custom of the country, he ought to farm according to the custom of the country; but it is so difficult to define what the custom of this country is. As the arbitration is now fixed, it is extremely difficult to get any allowance for bad farming; you are sure to have to pay for the half dressings and the half fallows; but there is no set-off for the inferior cultivation of the land.

7932. And do you think it desirable that the arbitrator should in the same way be compelled to have an impartial umpire who should furnish the bill of particulars as to the amount of compensation, and also a bill of particulars as to any allowance they might think it right to make for breach of covenants or foul farming?—It would lead to a better system if it were practicable.

7933. Do you think if there were arbitrators, with an impartial umpire, you would have any difficulty in estimating the counter claim of the incoming tenant, if they found the land full of couch or ploughed at an improper season, or if they found that it had been cropped contrary to the covenants?—Yes, there is very great difficulty in that.

7934. What difficulty do you think there is in it?—It is difficult to say at what time some of the ploughings took place; it is the habit in making a clear fallow, in the county of Surrey, that the ploughing should be done four times, and they are done some of them at a season that they have no right to be done at; it is difficult for an arbitrator to say in October how they were done at the time.

7935. They would have no difficulty in giving compensation for the foulness of the land?—No.

7936. And if there were any serious injury arising from bad cultivation, probably, with an impartial umpire, they would have no great difficulty in making a set-off for that?—Not with an impartial man of judgment.

7937. Mr. *E. Denison.*] You have said that the existing tenant-rights are objectionable in your opinion in the county of which you speak?—I think so.

7938. But you have not hesitated to extend those tenant-rights yourselves in certain particulars; for instance, in drainage?—We have done it to a considerable extent on the part of the landlord.

7939. Then you think that a tenant-right for drainage is a good and fair thing?—I think so, and so think my employers, the landlords.

7940. You think also that a tenant-right for cake, as far as it goes, for the improvement of the quality of the manure, is a good thing?—I think that paying for manure at all is; it should be paid for according to its quality.

7941. Do you not think that anything that goes to the improvement of the quality of the manure, is a good thing for the incoming tenant?—No doubt of it; I think we should not feed cake in our yards if at the same time that it improved our stock it did not improve our manure.

7942. Then you have no doubt that a judicious use of cake, if it is a good thing to the outgoing tenant, is a good thing to the incoming tenant, supposing it is fairly valued to him?—I have no doubt of it, and the country has no doubt of it; it has extended so prodigiously that cake has risen in price to such an amount that we can scarcely purchase it.

7943. Supposing upon any district of country the application of bones should be a useful manure, do you think it would not be an equally good thing that the tenant expending a sum of money in bones should be allowed something for the unexhausted value of those bones?—He ought to be allowed for any unexhausted value in the bone dressing, and I think he gets it partly in the improved crops; principally, in fact, in those improved crops.

7944. Then do you say that at present the tenant has compensation in his crop if he should quit before those crops should have been taken into his barn?—He does not get his value; he does to a certain extent.

7945. Then in any part of the country where chalking land should be a great advantage, and an advantage which should extend over several years, do you see any distinction to be drawn between the system of allowing compensation for drainage upon wet land, or for chalking upon high land, where both are equally beneficial to the respective soils?—I think an allowance should be made by way of arrangement between the parties.

7946. Then you think that the extension of tenant-right, such as you have heard described to-day as prevailing in Lincolnshire, where it was allowed as between landlord and tenant, would be a matter mutually advantageous to the landlord and the tenant?—I think it would be sufficiently advantageous to induce them to make such an arrangement for themselves.

7947. Then if you think it would be sufficiently advantageous to induce them to make it for themselves, how do you account for such very large portions of the country remaining without those tenant-rights?—It is difficult to account for it, but improvement has been going on of late years at an increased pace, and for the last three or four years at a very great pace.

7948. The question was, whether you thought that that sort of tenant-right would be a matter generally beneficial to the landlord and tenant?—Yes, I think so. I think anything that encourages the use of chalk would be beneficial upon land requiring it.

7949. You think that anything that would encourage a judicious application of capital upon land, would be a matter beneficial both to the occupier and the owner of the land?—I think so.

7950. Do you think that any great fear need be entertained that too much capital would be expended upon the land if such allowances for unexhausted improvements should be?—I know the difficulty of watching what are called improvements, and ascertaining what is really going on upon the farms; I think there is a great deal in setting the agricultural wit to work to run up a bill for improvements which are extremely difficult to watch.

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7951. That is to say, you think that there would be a disposition to fraudulent demands?—I think so.

7952. That is not an answer to the question, which was, whether there was a fear of too much capital being *boná fide* expended upon the land?—There is no fear whatever.

7953. Sir *J. Trollope.*] With regard to manures, do you find that there is any difficulty in ascertaining the value of manure when it is in the yard; it is more in the half dressings and the whole dressings that you think the difficulties and disputes occur?—There is not much difficulty in ascertaining the value of the manure while it is in the yard; there is a great deal of difficulty in ascertaining the value of the manure after it has been carried out and mixed with the soil, even that from which no crop has been taken; the difficulty is increased of course with half dressings.

7954. Do you find a disposition among the tenantry to lessen those payments, by desiring the landlord to take the dressings and half dressings?—They are desirous of having them bought up.

7955. Do not difficulties arise in consequence of estates being mortgaged or entailed?—Yes.

7956. Which makes them indisposed to purchase up those rights?—Yes.

7957. You find that a great impediment?—Yes.

7958. Do you not find that the disadvantage of the Surrey tenant-right is, that the same money is paid for the bad farming as for the good farming?—Yes.

7959. That is the mischief of the tenant-right in Surrey?—Yes, if the paying for the tenant-right ensured our getting what we pay for, there would be no objection to it; but we know from practice that it is not possible.

7960. *Chairman.*] Your difficulty appears to be to ascertain the quantity and quality of the dung that had been put in the land in previous years?—Yes; after it is once mixed with the soil.

7961. That dung being made on the farm, there is no voucher of any kind to be called for?—No.

7962. Nothing but the evidence of the farm labourers?—Yes; and the goodness of the manure depends upon the structure of the yard, and so on.

7963. The soil would be no voucher; you have nothing to refer to but the very loose kind of evidence of the labourers dependent upon the farmer?—Yes.

7964. Sir *C. Lemon.*] Is any of the land you are acquainted with under lease? —It is principally from year to year.

7965. Leases do exist?—Yes, to some extent.

7966. Are there any covenants in those leases similar to those that exist in other parts of the country?—Yes; when a tenant entering upon a farm has found such a right existing, the lease continues it to him; the rule of the county is, that when a tenant entering pays for such things with the cognizance of the landlord, he is entitled to be paid when he quits.

7967. So that you cannot form any judgment as to the improvements that might be introduced from the custom of the country, from the regulations in the covenants of the leases; where the parties agree among themselves to introduce certain covenants in their leases, does it lead you better to form in your own mind any opinion by which the custom of the country might be improved?—In granting fresh leases, and making fresh agreements, we are improving the covenants as between the landlord and the tenant, and encouraging good husbandry.

7968. Speaking of the customs of Surrey, in what particulars do those covenants differ from the established custom of the country, generally speaking?—They vary very much. Indeed, in several counties with which I am acquainted, the manure belongs to the landlord, and then of course neither dressings nor half dressings are paid for.

7969. That is done by covenant in Surrey?—That is done by covenant where leases exist.

7970. And you consider that covenant an improvement upon the established custom?—The established cnstom is as I have described it, but where a lease exists, it is necessary that the tenant should be entitled to be paid for those things he paid for on entry, or that the items should be enumerated, otherwise the lease would bar the custom of the country; if the lease said nothing about payment on going out, the tenant would be entitled to nothing; the lease comes between the tenant and the custom.

7971. The Committee wish to learn from you, whether the covenants introduced in the leases do materially vary from what the custom of the country is?—The covenants introduced into the leases provide that the tenant shall, on quitting, be paid that for which he paid on entry, and that which he pays for on entry is generally that paid for by the custom of the country; it leaves it just where it found it.

7972. Mr. *Moody*.] You stated just now that in some of the covenants you had omitted the half dressings?—Whenever the farms have fallen into the hands of the landlord I have advised not to charge for half dressings and half fallows on letting it again.

7973. When you speak of the land being deteriorated by the outgoing tenant, do you refer to land held by lease, or held from year to year?—Both.

7974. There you say the tenant racked out his land when about to quit?—A tenant may have made up his mind to quit some years before he gives the landlord notice.

7975. You say that the system of arbitration has been so bad that it has generally led to much litigation?—Not very much; the landlord is very unwilling to go into court, and he stands a poor chance if he does.

7976. The same system of arbitration being kept up by this custom, would the litigation be more or less diminished by this Bill?—I do not think it would be affected one way or the other.

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- I. *Generally.*
- II. *In particular Counties:*
    - 1. Durham.
    - 2. Herts.
    - 3. Kent.
    - 4. Lincolnshire.
    - 5. Notts.

I. *Generally:*

Statement of the Committee that they rely for the general and successful adoption of the system of compensation for improvements on mutual arrangements between landlords and tenants, *Rep.* iv——If any legislative enactment were passed there must still be agreements, *Beasley* 587–589. 593–595——The legislature cannot do more than give one general clause, allowing agreements between landlord and tenant to be made according to the different class of soils occupied in different parts of the country, *Stokes* 705——Obstacles to their making such agreements under existing circumstances, *ib.* 706–708——If the existing agreements were more enlarged and specific, so as to include compensation for draining and other improvements which are required for the land, such improvements would take place under those agreements, *ib.* 740–754.

By law, any agreement for more than three years must be in writing, *Wren-Hoskyns* 866——Many estates with which witness is conversant are farmed by agreement; the tenants are left to act as they think fit for the good cultivation of the land, *Wilmot* 1254–1261——No legislature could do away with special agreements, *Harvey* 1499–1501——Opinion that if compensation for improvements is left to private agreement between landlord and tenant, the tenants will remain in the same state as they are now, *Cooper* 1584–1590——In witness's opinion a law ought to be made to override private agreements, *Jonas* 1844–1847——Witness would not, however, extend this principle to settling the rent between the landlord and tenant, as well as to the condition of the holding, *ib.* 1848——Witness's proposition is to make a law to regulate tenant-right, and override existing agreements, *Bennett* 1985, 1986——There are many reasons why the rent could not be fixed by law as well as the conditions of holding; the cases are not analogous, *ib.* 1986–1992.

Instances in which agreements for compensation have been repudiated by the landlords, *Lattimore* 2460–2472——Witness's impression is, that as the law now stands, one party can recover under the terms of a special agreement and the other party cannot; witness never knew anything recovered at law on the part of a tenant against a landlord, *ib.* 2473–2481——As regards covenants for improvements, the agricultural tenant has no remedy by the covenants of his lease against his landlord, *ib.* 2507–2511——Compensation never will be satisfactorily settled by private agreements, *ib.* 2545–2547.

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If any law should be made on the subject of tenant-right, it ought not to override existing agreements; the law should be made prospective, *Beman* 4207–4212——It would be a benefit both to owners of land and to occupiers of land that compensation in the nature of improved tenant-right should be allowed; this might be satisfactorily done by agreements between landlord and tenant, *Higgins* 6029–6078——Things are better

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1. Durham:

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2. Herts:

Besides the arrangement, based upon the custom of the country, between outgoing and incoming tenants, there have been instances in which agreements for compensation have been given, which have been repudiated afterwards in a legal sense; nature of these agreements, *Lattimore* 2413-2418——There is a necessity for urging facilities to recover compensation under agreements; the law should be simple and distinct, *ib.* 2489——Evidence to show that there would not be the least difficulty in making an arrangement between the outgoing and incoming tenants as to compensation for improvements, *ib.* 2444-2458.

3. Kent:

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4. Lincolnshire:

There is nothing which the tenant-right now gives in Lincolnshire which the tenant, either there or in any other part of England, could not secure by agreement, *Beasley* 587-589. 593-595——Great improvements are going on in Lincolnshire, where tenant-right exists without any compulsory law to make the landlords improve their property, and where all that is done is done by mutual agreement between the landlords and tenants, *Houghton* 4437-4447. 4548-4564——The system of agreement and the custom, as they exist in Lincolnshire, have tended to the improvement of agriculture, *Neville* 7286, 7287.

5. Notts:

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See also *Buildings*, I. *Compensation for Improvements*, I. *Cultivation. Dilapidations. Entail*, Law of. *Fee-simple Landlords. Improvements. Landlords. Leases. Legislative Interference. Tenant Right.*

Agricultural Fixtures. See *Fixtures.*

Agricultural Labourers. See *Employment of Labourers. Improvements.*

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Generally.—There is no doubt that the agriculture of the country has improved of late years, notwithstanding the drawbacks which have existed and the disadvantages connected with the tenure of land, *Jonas* 1819*-1823.

Northamptonshire.—There is no doubt that agriculture has much improved in witness's time in Northamptonshire, *Shaw* 3465——It would still more improve if there were a tenant-right for unexhausted improvements, *ib.*

Kent.—The agriculture of the weald of Kent has been very considerably improving of late years, *Barnes* 6671-6674.

See also *Cultivation. Compensation for Improvements*, I. *Farming.*

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See also *Compensation for Improvements. Recovery of Compensation. Valuations.*

Arbitration, Court of. As regards legislative interference, what witness would like to see would be simply a cheap court of arbitration, the custom being the law; a court in which any difficulties which may arise might be determined, *Beasley* 555–574. 577–580. 639–651——In the event of the establishment of a court of arbitration, it should have the power of making allowances for dilapidations by bad cultivation, *ib.* 611–624——Difficulties in the way of making the custom uniform in all counties, *ib.* 625–628——Witness does not contemplate any alteration or definition of the customs, but merely the giving of greater facilities in law to determine the rights of the respective parties, *ib.* 629——Witness's suggestion is the establishment of a species of court of arbitration, by which the rights of tenants might be ascertained, and the awards or compensation made; way in which this might be carried out, *Wren-Hoskyns* 929–948. 964–987——Way in which legislation might be usefully employed for the purpose of compensating tenants for permanent improvements on their soil, *ib.* 923–928——Proposed constitution of the suggested board of arbitration, *ib.* 992–1001.

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Arbitrators. An arbitrator appointed under the authority of an Act of Parliament would be more easily compelled to act than an arbitrator appointed under special agreement, *Lattimore* 2512–2524.

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Bedfordshire.—The way in which witness has improved his farm in Bedfordshire has been principally by artificial dressings for turnips and wheat, and by high feeding stock, *Bennett* 1882–1888——Amount of cattle on the farm; use of cake; witness uses cake for his sheep, but prefers giving them corn; would give them malt if it were not for the abominable duty, *ib.* 1882–1888*——There is no custom in Bedfordshire that would enable the outgoing tenant to claim compensation for artificial dressings, *ib.* 1889–1891.

Berkshire.—There is no compensation whatever for the purchase of artificial food or manure, *Owen* 4585.

Derbyshire.—No allowance is made for artificial manures, *Rowley* 6869–6872.

Essex.—It is not usual in Essex to give compensation to the outgoing tenants for the purchase of artificial manure and food, *Hutley* 2104*–2115——This is a very great disadvantage to the cultivation of Essex generally; if landlords gave this compensation there would be much increase in the produce of meat and corn, *ib.* 2119–2121.

Kent.—Rate at which bought manures and artificial manures are paid for, *Hatch* 3952, 3953——In witness's neighbourhood, Hythe, Kent, the outgoing tenant receives no compensation for artificial food or artificial manure, *Hughes* 4628.

Lincolnshire.—Allowances made to the outgoing tenant for bones and other artificial manures, *Brown* 7174——The custom in this respect is found satisfactory to the tenants generally, *ib.* 7174, 7175.

Northamptonshire.—If compensation were given to the outgoing tenant for an improved quality of manure by the purchase of artificial food, it would tend greatly to increase the productiveness of Northamptonshire, *Shaw* 3358.

Notts.—In South Nottinghamshire compensation is not generally awarded for artificial manures, *Stokes* 718–720——For bones and other artificial manures, and oil-cake, certain proportions are allowed, *Wilmot* 1016——The improvements in Notts have been effected by the use of bones and other artificial manures, *ib.* 1022——The compensation to the outgoing tenant for these manures is generally one-third, *ib.* 1023, 1024.

Shropshire.—Artificial manure is much used in Shropshire; a good deal of linseed and oil-cake is used, *Pinches* 6757–6762.

Somerset.—There is no compensation for purchased manure, or cake used in the fatting of cattle, *Mogg* 6115.

Staffordshire.—There is no compensation for the use of artificial food or artificial manure, or drainage, in Staffordshire, *Chawner* 2327.

Suffolk.—Way in which the tenants on Mr. Tollemache's estate are compensated for the purchase of artificial food for their cattle, *Kersey* 3175–3184——Rape-cake is the only artificial manure used; bones have been tried, but have not been found to answer, *ib.* 3185–3190.

Artificial Manures—continued.

Wiltshire.—No compensation is allowed to the outgoing tenant for oil-cake, nor for bones, *Chandler* 5352, 5353.

York (N.R.)—Great extent to which witness has used artificial food, *Outhwaite* 2718–2721——The outgoing tenant receives no compensation for artificial food, *ib.* 2729.

See also *Bone Manure. Compensation for Improvements. Guano. Oil Cake.*

Ashes. Period which should be allowed for ashes, *Woodward* 6390–6396.

Away-going Crops. In South Nottinghamshire it is compulsory for the outgoing tenant to sell his outgoing crop; it is taken by valuation, *Stokes* 698——In the East Riding of York the offgoing tenant, as he is called, is entitled to the away-going crop, varying from one-third to one-fourth, *Page* 2555. 2557–2559——The practice of the outgoing tenants taking the away-going crop is practised in very few instances in Gloucestershire, *Beman* 4222–4233——The customs in Somersetshire vary as regards the away-going crop, *Darby* 6572——The away-going crop system is capable of being adapted to progressive improvement in agriculture, *Legard* 7593. 7665 *et seq.*——*See* also *Entry upon Farms.*

B.

Barnes, William. (Analysis of his Evidence.)—Residing in Staplehurst, in Kent; has an extensive practice as a valuer amongst farmers; is also an occupier of land to the extent of 1,000 or 1,200 acres, 6602–6605——The rates of compensation for improvements as between the outgoing and incoming tenant vary considerably in Kent, 6606——Explanation of the various customs of compensation, 6607, *et seq.*——In the weald of Kent nearly everything is paid for, *ib.*——The custom has prevailed in the eastern part of Kent to pay for the manure left, *ib.*——Explanation, in detail, as to the custom of compensation in the weald of Kent, *ib.*——Compensation with respect to drainage, 6608–6625——In other parts of Kent the compensation is not so extensive as in the weald of Kent, 6626–6631.

If the system of compensation were made more certain, it would tend to the encouragement of good farming generally, 6632–6658——The practice of drainage in the weald of Kent is of rather recent adoption; it has not been adopted, except in hop-land, till within the last few years, 6659——Three out of four of the tenures in the weald are yearly tenures, or holdings for very short terms, 6660——The custom is not more binding in the case of yearly tenants than in the case of leasehold tenants, 6661——There is no power of recovering, by process of common law, compensation under the custom unless such compensation has been specified in the agreement, 6662–6670——The agriculture of the weald of Kent has been improving very considerably of late years, 6671–6674——A clear mode for testing the right of the tenant and the validity of the agreement is wanted, 6675–6688——In Mid Kent the allowances are more favourable to the outgoing tenant than in East Kent, 6689–6705.

Barns. See *Buildings.*

Beasley, Thomas Calvert. (Analysis of his Evidence.)—Resides at Harston, near Grantham; occupies 900 acres; the land is of all descriptions, 470–473——Is well acquainted with the south of Lincolnshire, 474——Is also well acquainted with the Lincolnshire heath; has management of properties in the neighbourhood, 475, 476——The usual compensations in South Lincolnshire are as to tillages and manure, 477——The whole of last year's bill for bones is allowed, when only a crop of turnips has been taken, when no corn crop has been taken, 478, 479——One-fourth part only of the cake bill is allowed, which is ascertained by producing the bill for last year, 478——In the eastern parts of Lincolnshire one-fourth of the value for claying is deducted for every year; variations in the expense of claying the lands, 480, 481——Claying is most essential to the farming of peats; great extent to which it has been, and is still being, carried on, 482–496.

Great improvements have been made in the heath lands of Lincolnshire within witness's recollection, 493–496——In the heath districts the farmers are still in the habit of using large quantities of bones and cake, 497, 498——Great increase of the produce of the crops in these districts consequent upon the superior farming, 499–501——Custom on the heath lands as to payment for acts of husbandry between outgoing and incoming tenants, 502–525——The custom in the district with regard to drainage is, to allow the outgoing tenant for the expense incurred in draining during the five preceding years, divided over five years, 526–528——The landlord invariably puts up the buildings, 529–534.

Both landlords and tenants are perfectly satisfied with the allowances now made in Lincolnshire, 535, 536——Still the tenantry would be glad to have the custom which prevails secured to them by an Act of the Legislature, 537–539. 555 *et seq.*——How far the landlords in the southern parts of Lincolnshire have any summary remedy by which they can recover for dilapidations, 540–548——Even among the small tenantry there is a great spirit of improvement going on, particularly in draining, which is the foundation of

Beasley, Thomas Calvert. (Analysis of his Evidence)—*continued.*
of all good farming, 549, 550——Lincolnshire practice as to furnishing tiles, 551-554——As respects legislative interference, what witness would like to see, would be simply a cheap court of arbitration, the custom being the law; a court in which any difficulties which might arise might be determined, 555-574. 577-580. 639-654.

Three-fourths of the farms in Lincolnshire are farmed without any lease or agreement, the custom of the county being so well ascertained and understood, and universally agreed to, 575, 576——Course taken by the valuers to ascertain the quantity of cake purchased and consumed, 581-586——There is nothing which the tenant-right now gives in Lincolnshire which the tenant, either there or in any part of England, could not secure by agreement; if any legislative enactment were passed, there must still be the agreement, 587-589. 593-595——Fourteen years would be sufficient to enablethe tenant to secure the same amount of tenant-right that the Lincolnshire farmer now has, 590-592——Further reasons why witness would like some legislation respecting tenant-right, although improvements do go on under the usual tenancy and agreements without legislation, 596-610.

Reasons why witness objects to leases, 605-610——In the event of the establishment of a court of arbitration, it should have the power of making allowances for dilapidations by bad cultivation, 611-624——It is quite as important that compensation should be made to the landlord for farms left in a dilapidated state, as that the landlord should give compensations for improvements, 619——Difficulties in the way of making the custom uniform in all counties, 625-628.

Witness does not contemplate any alteration or defining of the customs, but merely the giving of greater facilities in law to determine the rights of the respective parties, 629——Further objections to leases; this feeling is general in Lincolnshire, 630-633. 636-638——Particulars in detail as to the course of proceeding in Lincolnshire in cases of change of tenancy or alterations of rent, 654-668——The Bill of last year would have secured the mode of recovery for improvements witness thinks necessary, 669-673——Witness is not aware of any case where a tenant in Lincolnshire has been put out of his farm by the landlord without allowance being made for improvements, 674-681.

Beasts. The keeping of beasts is essential to high farming, *Hutley* 2134-2137.

Bedfordshire. Ordinary terms between outgoing and incoming tenants, *Bennett* 1919 *et seq.*——*See* also *Artificial Manures. Drainage. Fixtures. Leases. Machinery.*

Beman, Robert. (Analysis of his Evidence.)—Practical farmer, occupying upwards of 2,000 acres, living at Stow-on-the-Wold, Gloucestershire, 4125, 4126——A great deal of it is what is called stone-brash, lime-stone rock, 4127——Has occupied it for sixteen years, 4128——Has made improvements in it during his occupation, 4129——The greatest outlay witness has made has been on draining upon the low land, 4130——This has increased the productiveness of the land very much, 4131——Witness never uses less than 1,000 *l.* worth a year of artificial food and manure, 4132——The usual custom in witness's part of the country is not to make any remuneration to outgoing tenants for any kind of improvement, 4133-4135.

In Michaelmas holdings the incoming tenant pays all the costs of husbandry, the ploughings, and sowings, and manurings; that is, the drawing it, and hoeings in some instances; not any artificial manure is paid for, 4136——The dung in all instances belongs to the landlord, 4137, 4138——In some few special cases there is compensation; where there is a bargain made, the custom of the country would note it, 4140——Great advantage it would be to the part of the country witness is acquainted with to give compensation, 4140*-4149——Towards the Vale of Berkeley and the Severn, there is a great deal of strong land that is capable of great improvement by draining, and it would tend to give an increased employment to labourers, 4150-4154.

The buildings are very bad in the Vale of Berkeley, 4155-4158——A great quantity of lime is used in the Vale, and there is not a single penny compensation for it, 4159-4163——Witness has tried soil burning, and finds it does not answer, 4164-4166——The fact of a tenant laying out a great deal of capital in drainage, and not being allowed for it, is a very hard case indeed, 4167-4173——There has not been any great improvement in the cultivation of the part of Gloucestershire with which witness is acquainted, the Cotswold Hills, during his lifetime, 4174-4180——The land is generally held under agreement from year to year, 4181-4183——If the tenants were better protected they would lay out more money, which they do not feel justified in doing now, as they know that men who have done it have been taken advantage of, 4184-4187.

Way in which security should be given; principle upon which the valuation should be made, 4188-4194——Witness cannot say for what period drainage should go back; his opinion is, that drainage effectually done, is done for ever, 4195-4204——If any law should be made on the subject of tenant-right, it ought not to over-ride private agreements; the law should be made prospective, 4207-4212——Great improvement would take place if a certain portion of the Vale of Gloucester by the Severn were broken up; it would employ a great increase of labour, and afford a greater increase of produce,

Beman, Robert. (Analysis of his Evidence)—*continued.*
4213-4216——Witness would like to see a law to enable it to be done, it is going on so slow, 4216-4221——The practice of the outgoing tenants taking the away-going crop is practised in a very few instances in Gloucestershire, 4222-4233.

As regards buildings, the landlord generally puts them up at his own expense; instance of some college property where the tenant put up the whole of the buildings at his own expense, and was afterwards called upon to pay for dilapidations, 4234-4251. 4344-4346——It would be but fair to put farmers upon the same footing as tradesmen as regards fixtures put up for the purposes of their business, 4252-4257——It would be of considerable advantage to give the owners of settled estates power to make agreements to give security to the tenant for his outlay, 4258-4260——Period oil-cake should be paid for, 4261, 4262——Witness puts bones at a period of four years, 4263, 4264——And guano at two years, 4265——Dilapidations should certainly be taken as a set-off against any claim to compensation, 4266-4268.

It would be but fair that an increased rent should be paid upon broken up land; the landlord ought to have at least 10 per cent. more rent, 4262-4277. 4301-4312——Further evidence as to the benefit which would be derived from draining the lands in the Vale of Berkeley, 4272-4274. 4278-4300——Witness does not see any harm in the Legislature making a provision, under proper restrictions, to interfere with the general arrangements between landlord and tenant, 4313——Statement in detail of the course of witness's own cultivation, 4314-4343——Tenants, unless under special agreement, would not be liable for dilapidations of buildings, 4344-4346——There is a general wish amongst farmers for protection for the outlay of their capital, 4347——It would also be a great advantage to the incoming tenant; it is much better for a man to have to pay for an improvement than have to wait to make it himself, 4348, 4349.

Bennett, William. (Analysis of his Evidence.)—Auctioneer, land agent, and land valuer in the county of Bedford, 1875——Does a great deal of valuation between outgoing and incoming tenants, 1876——Occupies between 300 and 400 acres of land; has held it about 16 years, 1877-1879——Poor state of the land when witness took it; great improvements which he has made in it, 1880, 1881——The way in which he has improved it has been principally by artificial dressings for turnips and wheat, and by high feeding stock; amount of cattle on the farm; use of cake; witness uses cake for his sheep, but prefers giving them corn; would give them malt if it were not for the abominable duty, 1882-1888*——Witness lays the benefit arising to the land by the use of cake at one-third of the cost, leaving the other two-thirds to the value of the meat, 1884-1887.

There is no custom in Bedfordshire that would enable the outgoing tenant to claim compensation for artificial dressings or drainage, 1889-1891——The want of this tenant-right acts hardly by the outgoing tenant; instances in support of this assertion, and showing that something is required to protect the improving tenant, 1892-1896——Some of the large landowners in Bedfordshire grant leases as a protection to good farming, but leases are not at all general, 1897——Still in many cases tenant-right, in the nature of compensation for improvements, is necessary, in addition to a lease; it must also be advantageous both to the landlord and the incoming tenant, 1898-1900.

It would be more expensive to the incoming tenant to take an exhausted farm and bring it into cultivation than to pay fair claims for improvements already existing, 1900——It would be advantageous to both parties if leases were renewed four years before their expiration; there is legal difficulty in the way of so doing, but this might be got rid of, 1900-1903——Suggestions with respect to tenants' claims for buildings erected by them; this subject might be legislated upon without undue interference with the rights of private property, 1904-1909——There have been great impediments lately with regard to the taking of leases, independently of the indisposition to grant them, 1909——The uncertainty with regard to the constant alteration of the corn laws has been one cause of this, *ib.*——The preservation of game has also been a cause for demur on the part of persons taking long leases, 1909, 1910.

The law of entail may be considered as one of the legal difficulties in the way of many landlords granting agreements with tenant-right, 1911——As to the objection raised upon the ground of its being a great interference with the rights of property, it becomes a question as to the rights of property on both sides, *ib.*——There is no right to expect good cultivation without a covenant as to improvements, and without a law supporting it, *ib.*——The law would now, in fact, punish a man for dilapidations, but it gives no compensation for improvements, *ib.*——Decided benefit would arise to English farming generally from the addition of tenant-right compensation, 1912-1918.

Ordinary terms between outgoing and incoming tenants in Bedfordshire, 1919-1969——Any legislative enactment that may be passed should provide a general compensation to the outgoing tenant for unexhausted improvements, 1970-1972——Generally speaking, in England there is a want of capital among the farmers; this arises partly from the manner in which the farmers have been dealt with, 1973, 1974——Some of the bad farming arises from want of capital, but most of it from want of security, 1975-1978——Further evidence as to the existing indisposition to take leases, and as to the causes thereof, *Bennett, William.* (Analysis of his Evidence)—*continued.*

thereof, 1979-1984——Witness's proposition is to make a law to regulate tenant-right and over-ride existing agreements, 1985, 1986.

There are many reasons why the rent could not be fixed by law as well as the conditions of holding; the cases are not analogous, 1986-1992——Any law which might be made on the subject ought not to affect those who have already gone into their farms without making any compensation to the outgoing tenant for previous improvements, 1993-2004——Details as to the periods for which certain manures should be paid for, that is, what number of years the effects of them may be considered to last, 2005-2014——Practice in Bedfordshire with respect to agricultural fixtures; customs with respect to machinery, 2015-2022——All the Legislature has to do is to admit the principle and the right of the tenants to receive compensation, without going into the details; this might be left to the valuers, 2035-2041. 2049-2085——Nature of the dilapidations which the landlord ought to demand from the tenant at the expiration of his tenancy, 2042-2048.

Blackmore Vale (Dorset). See *Drainage.*

Blandford, Henry. (Analysis of his Evidence.)—Farmer, residing in the parish of Poulton, in the neighbourhood of Devizes, North Wilts; rents 200 acres; it is heavy, wet land, 5485-5487——The time of entry in this neighbourhood is Lady-day, 5488——The incoming tenant takes possession on the 25th March by paying for all tillages, 5489——There is a very small proportion of arable land in witness's neighbourhood; it is generally grazing land and dairy land, *ib.*——The outgoing tenant gets no return for the outlay of capital upon his pasture land, *ib.*——There is a great quantity of the land in the lower section of North Wilts that requires draining, 5490.

If the tenants were allowed compensation for draining, there is no doubt they would carry it out largely, which would be a great advantage, and would give employment to a large number of labourers whom now, in the winter time, there is difficulty in finding employment for, 5490-5500. 5502-5542——General system of cropping in North Wilts, 5543——In witness's opinion the outgoing tenant should be paid the whole amount to which he may have increased the value of the farm during his tenancy, 5549-5597.

Bone Manure:

Cheshire.—There is a peculiar mode of improving grass land in Cheshire, by bones, that is almost confined to that country, *White* 2945——The application of bone dust to the cold clay land of Cheshire has perhaps been the greatest improvement that ever was made in that county, *ib.*——Progress of these improvements by the use of bones on pasture lands, *ib.* 2946-2950——The operation of boning has been very general in Cheshire, *ib.* 2980——In some cases the landlord has done it, and charged the tenant 7 to 7½ per cent. for the outlay of the money, *ib.* 2981——In many other cases the tenants have found the bone manure themselves, *ib.* 2981, 2982——Further evidence as to the use of bones in Cheshire, and as to the time which should be allowed for them, *ib.* 3061-3089. 3095-3113. 3117-3128.

Derbyshire.—There is an allowance for bones unexpended and for other kinds of tillages, such as guano and rape dust, *Rowley* 6833.

Isle of Wight.—The allowance for bones in the Isle of Wight is made to extend over four years, and in Lincolnshire three years, *Gibbons* 6906-6909.

Lancashire.—The application of bone manure is practised to a very limited extent on the grass land of Lancashire, but in the growth of turnips it is beginning to be more generally used, *White* 2932.

Lincolnshire.—Allowances are made for bones at the value of three years, *Hesseltine* 241——In South Lincolnshire the whole of the last year's bill for bones is allowed, when only a crop of turnips has been taken, when no corn crop has been taken, *Beasley* 478, 479.

Northumberland.—Bones are used extensively, and the improvements have been very great; this has generally been done at the expense of the tenant, but the landlords have encouraged them, *Ramsay* 3547-3553——Bones last a long time; extent to which they are generally used per acre; mode in which applied, usual system of cropping after bones, *ib.* 3615-3630.

Oxfordshire.—Witness would give four years for bones, and three for guano, *Carpenter* 5800-5810. 5817-5823.

Warwickshire.—Bones are not much used on the sandy lands, *Swinnerton* 5607——Some little alterations have been made, so that there shall be compensation for the bones for a series of years afterwards, *ib.* 5607. 5609, 5610.

Wilts.—If compensation were paid for the use of bones the farmers would use them more largely and carry heavier crops, *Chandler* 5363.

See also *Artificial Manures.* *Guano.*

Boniface, Thomas. (Analysis of his Evidence.)—Has been agent of the Duke of Norfolk on his property in Sussex about five years; previously to that was extensively engaged in Sussex and the adjoining counties as general land agent and valuer, 7012——Witness sees great difficulties about any compulsory legislative enactment upon the subject of tenant-right rather than being opposed to it, 7013——Time of entry on farms in the part of Sussex with which witness is acquainted, 7014——Payments usually made by incoming tenants to outgoing tenants, 7015-7037——The difficulties witness sees in the way of any legislative enactment apply both to acts of husbandry and to acts of improvement, 7038.

Witness would be afraid of any general terms of compensation being laid down, 7039-7061——Witness does not think the generality of the farmers in Sussex are in favour of any such legislative enactment; the existing tenant-right in Sussex has a sufficiently good effect, 7062-7072——The practice in Sussex as regards buildings is, that the buildings are usually maintained by the landlord providing the material, and the tenant applying it, 7073-7076——It would be just if a tenant put up a building for his own convenience that he should be on the same footing as the tradesmen, and at the termination of his period he should be allowed to remove it, if not convenient for the landlord or the incoming tenant to take it, 7073-7076.

It would be an improvement to allow landlords having limited interests or estates upon a mortgage to be able to give security to tenants for such term as they might think fit, say for seven years, to bind their successors; assuming that the money would be judiciously applied, 7084-7089——Difficulty of ascertaining the real claim for half dressings, 7090-7102——The landlord's consent should be required to the erection of any buildings before the tenant could establish a claim against him on the estate, 7103-7108——Witness would take, as the basis of any valuation for compensation, the benefit to be derived by the incoming tenant or the landlord, 7109-7145.

Breaking up Grass Lands. With respect to the breaking up of grass lands, it might be left to the parties to settle it amongst themselves, although it has latterly been made a matter of law, *Kilby* 3881-3896——Great improvement would take place if a certain portion of the Vale of Gloucester by the Severn were broken up; it would employ a greater amount of labour, and afford an increased produce, *Beman* 4213-4216——Witness would like to see a law to enable it to be done, it is going on so slow, *ib.* 4216-4221——It would be but fair that an increased rent should be paid upon broken-up land; the landlord ought to have at least ten per cent. more rent, *ib.* 4269-4277. 4301-4312——Reasons why a great quantity of grass land has not been broken up in Durham, *Chrisp* 4907-4919——The breaking up of grass land ought not to be made compulsory by law, but it ought to be left to the parties to do as they please in the matter, *Carpenter* 5811, 5812.

See also *Drainage.*

Brown, Major *Francis.* (Analysis of his Evidence.)—Has for many years held property in Lincolnshire, and has had the management of it in a great measure himself for upwards of fifty-three years, 7146, 7147——The property is about equi-distant between Grantham and Lincoln on the one hand, and Sleaford and Newark on the other; in the western part of the county, very near Nottinghamshire, 7148——It embraces several sorts of soil, 7149, 7150——Custom prevailing in Lincolnshire, by which tenants recover compensation for the improvements that they have made upon the land, 7151-7156——This custom has the force of law, 7157-7159——The farms in Lincolnshire are almost entirely held under yearly agreement; leases are not generally desired by the tenantry; there is that good feeling between the landlords and the tenants that they are not often asked for, 7160-7162.

Compensation clauses are not generally inserted in the yearly agreements; it is generally left to the valuers, under the custom of the country, 7163, 7164——Witness considers that under the custom of Lincolnshire the capital of the tenant is practically secure, 7165-7167——The improving tenants consider themselves secure in their holdings, 7165——The rent is usually regulated with a view to compensate the tenant for improvements that are required upon the farm, 7168, 7169——Generally speaking, the buildings in Lincolnshire are amply sufficient for the farm upon which they are erected, 7170——In all cases, except by special agreement, they are erected by the landlord, 7170, 7171.

As regards draining, the tiles are generally furnished by the landlord, and the expense of the labour is defrayed by the tenant, 7172——Where the tenant finds the tiles and is at the whole expense, seven years are allowed; where the landlord finds the tiles, five years, 7173——Allowances made to the outgoing tenant for bones and other artificial manures, 7174——The custom in this respect is found satisfactory to the tenants generally, 7174, 7175——Any legislative interference to define or secure, or to enlarge the custom and the compensation under it, as it at present exists in Lincolnshire, would do a great deal of mischief, 7176-7179. 7186-7190. 7193-7219——The system upon which the arbitrators decide the compensation upon tenants leaving their farms is generally satisfactory and just, 7180-7182.

Brown, Major *Francis.* (Analysis of his Evidence)—*continued.*

It was some time before the custom of compensation was firmly established in Lincolnshire, 7183——It was a good deal fought against by the valuers and the incoming tenants, who regarded it at first as an innovation, 7184, 7185——Some improvement might be made in the custom as regards buildings, 7190-7192——Further statement of objections to any legislative interference in the matter, 7186-7190. 7193-7219——Witness's opinion as an agriculturist is, that customs of this kind will spring up upon agriculture being practically improved, 7220, 7221——The custom in Lincolnshire is, that the payment to the outgoing tenant is made by the incoming tenant, and not by the landlord, 7222, 7223.

The sum paid by the incoming to the outgoing tenant must be looked upon as a part of the capital to take the farm with, 7224——And does not interfere with the future arrangements of the farm, 7225——In any system of agricultural improvement, drainage is the most essential point to begin with, 7226-7230——Any custom has the force of law after it has been established twenty years, 7231-7239.

Buckinghamshire. The customs in Buckinghamshire are very similar to those in Berkshire, *Houghton* 4394-4401.

BUILDINGS:

I. *Generally.*
II. *In particular Counties:*

1. Derbyshire.
2. Devonshire.
3. Dorsetshire.
4. Durham.
5. Essex.
6. Gloucestershire.
7. Herefordshire.
8. Isle of Wight.
9. Kent.
10. Lancashire.
11. Leicestershire.
12. Lincolnshire.
13. Northamptonshire.
14. Northumberland.
15. Nottinghamshire.
16. Oxfordshire.
17. Somersetshire.
18. Suffolk.
19. Surrey.
20. Sussex.
21. Warwickshire.
22. Worcestershire.
23. Yorkshire.

I. *Generally:*

The law with respect to things affixed to the freehold is different, and more beneficial as regards those annexations made for the purposes of trade, than those made for the purposes of agriculture, *Rep.* iv——An outgoing tenant being permitted in many cases to remove the former when erected by himself, but not the latter, *ib.*——Opinion of the Committee, that the tenant's privilege of removal, with respect to fixtures set up for trading purposes, should be extended to those erected for agricultural purposes, *ib.*——If a tenant build a barn it belongs to the landlord, but if raised on stones it belongs to the tenant, *Stewart* 53, 54——The law is doubtful as to traders being able to remove buildings, certainly against an agriculturist doing so; the law ought to allow both, and be made clear, *ib.* 67-82——The present state of the law favours the bad landlord and the bad tenant, and injures the good tenant, *ib.* 83.

The great reason why the present law should be altered is, that so much land is held by tenancy for life by parties who have no power under settlements to authorise building or improvement, *Stewart* 84——In cases where the landlord found the materials for the use of the tenant, the tenant should not have the power of removing the building, *ib.* 106-115——Witness cannot recommend any improvement in the law of custom at present, except as to buildings and machinery, *ib.* 204——As regards buildings, a landlord having a limited interest in the land should have power to bind by his assent subsequent interests in the land, *Wren-Hoskyns* 917-922——Very few landlords would refuse to insert clauses in their agreements giving compensation for buildings and fencing, *Wilmot* 1252, 1253——The law should create to the outgoing tenant such property as he leaves behind him, especially in the way of buildings, *Harvey* 1474-1476.

Suggestions with respect to tenants' claims for buildings erected by them; this subject might be legislated upon without undue interference with the rights of private property, *Bennett* 1904-1909——How far there would be any advantage in putting farm buildings on the same footing as trade buildings as regards the tenant's right in them, *Ramsay* 3682-3693——Tenants would erect more useful buildings than they now do if they had the power of taking them away, or if the landlord would take them at a valuation, *Kilby* 3936, 3937——Power should be given to tenants on quitting the farm to remove buildings put up by them, unless the landlord thinks right to pay for them, *Houghton* 4505-4507. 4511——Giving tenants the power of removing buildings would be advantageous, *Owen* 4614.

It would be very desirable, under proper security and regulation, to give the tenant power to improve the buildings on his farm, *Hughes* 4642-4644——Where the tenant is obliged

BUILDINGS—continued.

1. *Generally*—continued.

obliged to put up buildings at his own cost, he certainly ought to have it in his power to remove them, or he ought to be remunerated for them, *Waterson*, 5725, 5726——It would be very satisfactory to tenants generally if the same principle were applied to buildings for agricultural purposes that is applied to buildings for the purposes of trade, *Woodward* 6474-6477——It would be very objectionable that tenants should be enabled by Act of Parliament to put up buildings without the landlord's consent on his farm, and make him responsible for them, *Gibbons* 6992-7005——The landlord's consent should be required to the erection of any buildings before the tenant could establish a claim against him, *Boniface* 7103-7108——Suggestions as to the tenant right which it would be desirable to allow as respects buildings, *Neville* 7281——Except as regards the power to remove buildings, the Bill before Parliament would not be useful, *Clutton* 7901.

II. *In particular Counties:*

1. Derbyshire:

There are considerable improvements made by the tenant farmers in buildings; they have no compensation for this, *Rowley* 6835, 6836.

2. Devonshire:

There is no compensation for buildings in Devonshire, *J. Smith* 5100-5104.

3. Dorsetshire:

As regards buildings, where the tenant is obliged to put up buildings at his own cost, he certainly ought to have it in his power, on leaving, to be remunerated, or have liberty to remove them, *Waterson* 5725.

4. Durham:

The buildings are done by the landlord generally, *Ramsay* 3521.

5. Essex:

The right of tenants to remove buildings put up by them would be a good regulation, *Hutley* 2154——Practice of the landlords in Essex with respect to buildings, *ib.* 2249-2256.

6. Gloucestershire:

The buildings are very bad in the Vale of Berkeley, *Beman* 4155-4158——As regards buildings, the landlord generally puts them up at his own expense; instances of some college property where the tenant put up the whole of the buildings at his own expense, and was afterwards called upon to pay for dilapidations, *ib.* 4234-4251. 4344-4346——Tenants, unless under special agreement, would not be liable for dilapidations of buildings, *ib.* 4344-4346.

7. Herefordshire:

Evidence as to the dilapidated state of many of the buildings on the farms in Herefordshire; they are most of them badly spouted; if the tenants put up spouts they cannot remove them, or at any rate if they remove the spouts they cannot remove the brackets, which is a very expensive part of them, *Higgins* 5892-5899——What witness would recommend with respect to buildings would be, that at the time of the outgoing tenant leaving they should be taken by the landlord, or by the incoming tenant; or if they had been up any number of years, they might still be of value to the incoming tenant, but would be of very little value to the outgoing tenant to remove them, *ib.* 6000-6017——Herefordshire is a cider country; the fixtures for cider making, presses and such things, generally belong to the landlord, *ib.* 6020, 6021——If a tenant puts them up he has not the power of removing them, or at any rate only a screw; he could take a screw out; the machines used for making cider are usually fixtures, *ib.* 6022-6028.

8. Isle of Wight:

Practice pursued by Lord Yarborough on his estates as respects buildings; it is the practice to substitute good new for old bad buildings, *Gibbons* 7006-7011.

9. Kent:

There is no allowance for the improvement of buildings, *Hatch* 3963. 4027—— This is the only thing the tenants wish for; they think it would place them in a better position, *ib.*——It is a hop district, and an oast is a thing that is required where there are hops, *ib.* 3963——If the tenant were allowed to build his oast, and take it away if the landlord would not pay for it, it would be a good thing, *ib.*

10. Lancashire:

There is no established custom as to buildings, either in Lancashire or Cheshire, *White* 3001-3005——The landlord generally puts them into repair when the tenant goes to the place, and he expects the tenant to keep them in repair upon being found materials in the rough, *ib.* 3001.

11. Leicestershire:

BUILDINGS—continued.

II. *In particular Counties*—continued.

11. Leicestershire:

There is great difficulty in Leicestershire with respect to buildings; if the tenant should choose to erect buildings he ought to have the power of taking them away, provided the landlord would not take them at a valuation, *Kilby* 3773, 3774——The farm buildings in Leicestershire are very bad indeed, *ib.* 3804——The necessary outlay upon a farm in Leicestershire of from 200 to 300 acres, in the shape of farm buildings, such as barns and so forth, would be about one-tenth of the value of the land, *ib.* 3817-3819.

12. Lincolnshire:

In the improvements made by witness, the assistance received from the landlord has been materials for building, *Hesseltine* 338——In South Lincolnshire, the landlord invariably puts up the buildings, *Beasley* 529-534——Generally speaking, the buildings in Lincolnshire are amply sufficient for the farms upon which they are erected, *Brown* 7170——In all cases, except by special agreement, they are erected by the landlord, *ib.* 7170, 7171——Some improvement might be made in the custom as regards buildings, *ib.* 7190-7192.

In the hilly parts of Lincolnshire, the buildings are, on the whole, adequate and very good, *Neville* 7279——In what may be called the flatter parts of the county, they are not at present adequate, *ib.*——This arises from the landlord not being in a situation to expend his capital in erecting them, *ib.* 7280——The tenants generally do the repairs of the buildings of rented farms; in many instances the landlord finds the materials, *Loft* 7696, 7697——The buildings belong to the landlord; if they are upon base stones they are removable, *ib.* 7728, 7729. 7765-7767.

13. Northamptonshire:

Custom of Northamptonshire as regards buildings, *Shaw* 3450——All the buildings that are done are made by the landlord, *ib.*——Witness never knew a case where the custom allowed anything for buildings, even where the tenant did erect them, *ib.*——The farms in Northamptonshire are not provided with sufficient buildings for the cultivation of the land, *ib.* 3451, 3452. 3474-3485——Still they are as well supplied as most other counties, and better, perhaps, than some, *ib.* 3451——There is no doubt that the tenantry would generally be disposed to pay a fair rent for the putting up of buildings, *ib.* 3453-3456. 3474-3485.

14. Northumberland:

The landlord finds houses and buildings, *Ramsay* 3554. 3557-3565.

15. Nottinghamshire:

Practice with regard to buildings in witness's district in South Nottinghamshire, *Stokes* 790——The landlord finds the materials, and the tenant does the workmanship; no allowance is made to the tenant for buildings on quitting, *ib.* 790-798——As regards buildings in Nottinghamshire, in some instances materials are given, in others the landlords make the buildings, and in others nothing is found, *Wilmot* 1065, 1066——The tenants cannot legally demand anything for buildings when they build barns or stables, or anything else; they therefore usually build them on wood, so that they can remove them; they always object to make permanent buildings, *ib.* 1067-1072. 1123-1126.

16. Oxfordshire:

If a tenant puts up additional buildings, he should either be allowed to remove them or be paid for them, *Carpenter* 5796-5799.

17. Somersetshire:

The farm buildings in Somersetshire are a disgrace to the county generally, *Mogg* 6123-6128——In the present state of the farm buildings, it is a very difficult thing to adopt improved modes of agriculture, *ib.* 6133——In many cases, where tenants have capital, they would make such premises themselves, *ib.*——Right which should be given to the tenant with respect to buildings, *ib.* 6244-6258. 6292-6317.

18. Suffolk:

Nature of the compensation allowed for buildings on Mr. Tollemache's estate, *Kersey* 3169-3175.

19. Surrey:

It would be desirable that tenants should be at liberty to remove buildings erected by themselves, *Clutton* 7881-7884.

20. Sussex:

The practice in Sussex as regards buildings is, that the buildings are usually maintained by the landlord providing the material and the tenant applying it, *Boniface* 7073-7076——It would be just, if a tenant put a building for his own convenience, that he should be on the same footing as the tradesman, and at the termination of his period he should be allowed to remove it, if not convenient to the landlord or incoming tenant to take it, *ib.* 7073-7076——The landlord's consent should be required to the erection of any buildings before the tenant could establish a claim against him on the estate, *ib.* 7103 *et seq.*

21. Warwickshire:

BUILDINGS—continued.

II. *In particular Counties*—continued.

21. Warwickshire:

Farm buildings are now being much improved in Warwickshire. *Swinnerton* 29, 5930——Compensation should be allowed to the outgoing tenant who has erected buildings, or he should be allowed to take them away, *ib.* 5640-5651.

22. Worcestershire.

The farm buildings in Worcestershire are very bad upon the whole, *Woodward* 6343——They are so bad as to be an impediment to the farmers adopting the best course of husbandry, *ib.* 6344——In many instances the landlords are so poor that they cannot or will not put up the buildings, *ib.*——In many cases the tenants would do it if they were allowed for it on quitting the farm, *ib.* 6345, 6346——Witness has known cases where tenants have asked for stipulations and covenants allowing them to remove buildings or receive compensation, but they have in all instances been refused, *ib.* 6364-6369——The landlords never allow for buildings even when put up with their permission, *ib.* 6370, 6371.

23. Yorkshire:

East Riding—The buildings on the farms are generally tolerably good, *Page* 2595, 2596——Practice in the East Riding as to buildings, *ib.* 2677-2679——On the Wolds, in the East Riding, the farm buildings are pretty good, *Legard* 7571-7573. 7576-7579——Improvements ought to be made in them, and have been made from time to time mostly by the tenants, *ib.* 7597——It would be an advantage if the tenant had the power of taking the buildings on quitting, if the landlord would not take them, *ib.* 7598-7602.

North Riding.—Improvements witness has made as regards the buildings on his farm, *Outhwaite* 2730-2732.

See also *Compensation for Improvements. Engines. Fixtures. Landlords. Legislative Interference. Machinery. Repairs. Steam Engines. Threshing Machines. Trading Tenants.*

C.

Cake. The increase in the use of cake in the East Riding of York would be beneficial to the Wold farmers; there is some degree of neglect in making manures on the Wolds, *Legard* 7615-7620.——*See* also *Oil Cake.*

Cambridgeshire. Great improvements of which the cultivation of the land in Cambridgeshire is capable, *Jonas* 1671-1675——The lands are badly farmed and badly drained, especially in the western parts of the county, *ib.* 1671-1675——Such improvements would tend not only to a greater security in the production of food, but also to an increased employment of agricultural labourers, *ib.* 1676.

See also *Drainage. Improvements. Leases. Valuations. Yearly Tenancies.*

Capital:

Generally.—Small farmers are generally short of capital, *Stokes* 842-849——An extensive tenant-right would require more capital and would consequently shut out men of small means, *ib.*——One of the greatest possible advantages to agriculture would be for farmers to take farms more within their means than they do at present, and farm a smaller quantity of land and farm it higher, *ib.* 850——How far parties might be disposed to advance capital to small farmers on this claim of tenant right, *ib.* 851. 860, 861——It would be imprudent on the part of landlords to grant leases to tenants with deficient capital, *ib.* 853, 854.

If it were known that a man would have security for his money, men of capital would embark in the land; this would put men of small capital out of the land, which would be a benefit to them and a great benefit to the country, *Wilmot*, 1286-1294——In all cases the farmer should regulate the size of his farm according to his capital, *Harvey* 1469-1473——Generally speaking, in England there is a want of capital among the farmers; this arises partly from the manner in which the farmers have been dealt with, *Bennett* 1973, 1974——Some of the bad farming arises from want of capital, but most of it from want of security for outlay for improvements, *ib.* 1975-1978——The great point that the tenant farmers wish to come to is an alteration in the mode and the means of laying out their own capital, so that they should not be taken advantage of, *Outhwaite* 2831-2837.

The want of security is the great impediment to improvements, more so than the want of capital, *Houghton* 4510——If compensation were given for improvements, the farmers would be disposed to make an increased outlay of capital in improving their land. *Chrisp* 4799——Average sum per acre which it would cost the incoming tenant to come into a highly cultivated farm under the system of compensation suggested by witness, *Chandler* 5404-5420——One great impediment to the improvement of agriculture is that so many farmers take farms beyond their means, *Pinches* 6719-6722. 6728-6732.

Capital—continued.

Herefordshire.—The legalization of tenant-right would encourage the farmers of Herefordshire to invest capital of their own on their land, *Higgins* 5891——There are some wealthy men amongst the Herefordshire farmers, but, taking them as a body, they are not men of capital; still, generally speaking, they may be said to have got capital adequate to the improved system of management of husbandry, *ib.* 6018, 6019.

Lincolnshire.—Witness considers that under the custom of Lincolnshire the capital of the tenant is practically secure, *Brown* 7165-7167.

Northamptonshire.—If there were compensation for improvements the farmers would be induced to lay out their capital on their farms, *Shaw* 3354.

Notts.—The tenants in Nottinghamshire are, generally speaking, men of limited capital, *Wilmot* 1212-1214——There is no reason to suppose that an extended tenant-right would make any difference as regards the landlords laying out their own money on the land, *ib.* 1216-1228——Generally speaking, the landlords in Nottinghamshire have not sufficient capital to drain the lands effectually, or to put up first-rate buildings, *ib.* 1280-1294——The tenants also do not possess the means, *ib.* 1285-1294.

Somersetshire.—The tenant farmers in Somersetshire are discouraged from making outlays from the want of security; cases quoted in illustration of this, *Mogg* 6134-6137——If the Legislature gave security to the tenants for their capital, they would be disposed to lay out their money in a more spirited way, *ib.* 6138-6140——If some set the example others would follow, *ib.*——This would lead to an increased employment of the agricultural labourers, *ib.* 6141-6145.

Staffordshire.—How far the tenants in Staffordshire may be considered men of capital, *Chawner* 2352-2355.

York (East Riding).—If the tenants had greater security for the outlay of their capital in improvements they would be induced so to spend their capital, *Page* 2591.

See also *Competition for Farms. Drainage. Farming. Improvements. Leases. Produce. Small Farmers. Valuations.*

Carpenter, Thomas. (Analysis of his Evidence.)—Was lately a practical farmer near Chipping Norton, in Oxfordshire, 5767——Michaelmas is the general time of entry in Oxfordshire, 5768——The incoming tenant pays the outgoing tenant for the ploughings upon the turnip land, and generally takes a portion of the hay, 5768-5772——The dung belongs to the incoming tenant, 5773, 5774——Compensation is seldom given for any improvements made by the outgoing tenant, but there have been instances in which compensation has been given for bones and guano, 5775-5778——It would be very desirable that such compensation should be general; it would very much improve the cultivation of the land, 5779 *et seq.*——If there were binding clauses for compensation, farmers would most probably avail themselves of it in making improvements in the use of bones and guano, and also in draining and breaking up grass land; this would increase the crops, and also give considerable employment to the labourers in winter, 5780-5795——If a tenant puts up additional buildings he should either be allowed to remove them or be paid for them, 5796-5799——Witness would give four years for bones, and three years for guano, 5800-5810. 5817-5823——The breaking up of grass land ought not to be made compulsory by law, but ought to be left to the parties to do as they please in the matter, 5811, 5812——It is a great injury to the cultivation of the soil for gentlemen to employ people to value land that take a per-centage upon the rent, 5812-5816.

Cattle. See *Beasts. Oil Cake.*

Chalking:

Dorsetshire.—Much benefit would be done to the land in Dorsetshire by chalking; which the tenants would carry out if compensation were allowed, *Waterson* 5704-5721. 5727-5736.

Essex.—Advantages witness has derived from well chalking his land; there is no customary compensation for chalking; it would be advantageous if there were, *Hutley* 2138-2153.

Isle of Wight.—For chalking the allowance is ten years; it is much longer than in Linconshire, where only seven years are allowed, *Gibbons* 6911, 6912.

Kent.—The outgoing tenant is paid considerably for chalk, *Hatch* 3954-3957——Chalking is an improvement applicable to a very great extent; all the stiff lands are much benefited by chalking; expense of chalking per acre, *Hughes* 4631-4635.

Lincolnshire.—The system of chalking has been very beneficial in Lincolnshire to a large tract of country, *Hesseltine* 232——Money laid out by a tenant in the operation of chalking is divided over seven years, and in case of quitting the farm he is allowed in that proportion, *ib.* 237——In 1812, when witness's family entered upon the farm he now holds, there was no custom as to payment for chalking, claying, or bones, *ib.* 350.

Suffolk.—Way in which the system of chalking is carried out, and principle upon which compensation is given on Mr. Tollemache's estate, *Kersey* 3147-3156.

Chalking—continued.

Wiltshire.—Chalking is very generally done in witness's neighbourhood, *Chandler* 5364.

York (East Riding).—The crops suffer very much from the want of chalking, *Page* 2566-2568——There has been some chalking on the Wolds, and it has been exceedingly beneficial, *Legard* 7594-7596. 7604-7614. 7644-7650.

See also *Improvements. Marling.*

Chandler, Thomas. (Analysis of his Evidence.)—Practical farmer, residing at Stockton, near Warminster, in Wiltshire, occupying 1,000 acres; nature of the soil, 5339-5341——Tenancy in this part of the country ceases generally at Michaelmas, 5342——By the custom of the country the incoming tenant has the right of entry to prepare a certain quantity of turnip land before Michaelmas, 5343-5345. 5395-5403——He has also a right to come in in June to prepare for wheat on the old ley, 5346, 5347——By the custom of the country the manure belongs to the coming-in tenant, 5347, 5348——Nothing is paid by the incoming tenant for improvements, 5350, 5351——No compensation is allowed to the outgoing tenant for oil-cake, nor for bones, 5352, 5353.

Witness was chairman, last year, of the North and South Wilts Agricultural Improvement Society; this is a society consisting entirely of practical farmers, 5354, 5355——It is the general opinion of this society that a change of the law is desirable, 5356——Great improvements would be made if the Legislature were to give compensation to tenants for improvements, 5357——Witness holds both under lease and from year to year, but principally under the latter tenure, 5358——The usual tenure of land in Wilts is a lease for eight years, 5359, 5360——This tenure does not secure the land being returned to the landlord in so highly a productive state as it would be if the term were longer, 5361, 5362. 5397-5420.

If compensation were paid for the use of bones the farmers would use them more largely, and the land carry heavier crops, 5363——Chalking is very generally done in witness's neighbourhood, 5364——Compensation should be allowed for the use of oil-cake, 5367, 5368——Witness would rather pay a good sum to go into a farm in good condition than take it in a poor state at a less rent, 5369-5377——It would be fair that the incoming tenant should pay the outgoing tenant for liming and chalking; scale of remuneration proposed, 5378-5384——Compensation should also be made for bones, guano, chemical manures, and bought dung; scale suggested for such remuneration, 5380-5394. 5421-5430. 5460-5467——Average sum per acre which it would cost the incoming tenant to come into a highly-cultivated farm under the system of compensation suggested by witness, 5404-5420.

One of the impediments to high tillage is the condition in the leases in witness's neighbourhood, to lay a certain portion of the land down towards the termination of the lease; this might be prevented by law, or it might be done by special agreement, 5431-5446——There has been very great progressive improvement in the cultivation of Wiltshire during the last ten or fifteen years; this has gone on without any protection, except what the landlord and tenant can make by private agreement, 5447-5454——Reasons why witness, however, objects to the continuance of this system, and is in favour of legislative interference, 5454-5459. 5468-5484.

Chawner, Richard Croft. (Analysis of his Evidence.)—Resides in Staffordshire; president of the Burton-on-Trent Farmers' Club; as a member of that club, has made himself acquainted with the present state of farming in that county, 2319-2321——Custom of giving up and entering upon farms in Staffordshire, 2322-2326——There is no compensation for the use of artificial food, or artificial manure, or drainage, in Staffordshire, 2327——The farming in Staffordshire is not so high or so productive as it would be if there were this compensation, 2328——Want of drainage in Staffordshire; extent to which the landlords assist in the drainage of the land, 2329-2334——Leases are not prevalent in Staffordshire, 2338-2345——Alteration that would be desirable, in addition to the custom already existing, 2346-2351.

How far the tenants in Staffordshire may be considered men of capital, 2352-2355——Where yearly agreements exist, they are more specific than leases; but even the former do not contain terms for compensation for improvements to a sufficient extent, 2356-2367——What witness desires is, that by law compensation should be provided at the termination of the lease; by this means, the cultivation of the land would be better secured, 2368-2379. 2386-2392——Extent to which any law on the subject of tenant right should be made compulsory, 2380-2382——In the event of the alteration of the law between landlord and tenant, the subject of dilapidations should be considered at the same time, 2383-2385.

Cheshire. See *Bone Manure. Drainage. Farming. Guano. Threshing Machines. Yearly Tenancies.*

Chrisp, James. (Analysis of his Evidence.)—Resident in Newcastle; an extensive commission agent and auctioneer of stock in the county of Northumberland; formerly occupied land, 4757——Witness's professional pursuits have made him intimately acquainted with the county of Northumberland; witness is also acquainted with the county

Chrisp, James. (Analysis of his Evidence)—*continued.*
county of Durham, 4758–4760——Compensation for improvements to the outgoing tenant is not general in either of these counties, 4761——The northern part of Northumberland is nearly all under lease, 4762——The southern part varies very much indeed, from no lease at all up to leases for eight, ten, twelve, and fourteen years, *ib.*——In the county of Durham the land is held almost entirely from year to year, 4763——The system even of long leases is insufficient for protecting the tenant in the outlay of capital during the whole of the term, 4764–4773——This is naturally injurious to the land, as towards the expiration of the lease a system of diminished cultivation is invariably carried out, 4764–4773. 4834–4852——Cases quoted, which have come under witness's cognizance, where capital has been laid out under the present system by tenants in Northumberland, and where losses have been sustained from the want of sufficient protection, 4773–4777——The farmers in witness's part of the country would be satisfied without any leases at all if they had due security for money laid out in improvements, 4778–4798. 4812. 4829–4833——If compensation were given for improvements, the farmers would be disposed to make an increased outlay of capital in improving their land, 4799——There is still great room for such improvement, 4800——There is a peculiar sort of improvement in parts of Northumberland, by the removal of loose stone on the land, which is very expensive to the tenant, 4801——This would be a very proper head of compensation to the outgoing tenant, 4802, 4803.

One great complaint in the county of Durham is, that they cannot get tenants to farm any better, the farms are so small, 4804–4811. 4813–4828——Period for which the outgoing tenant should be allowed for the use of lime, 4853, 4854——Period which should be allowed for drainage, 4855——Amount the tenant should be entitled to for the use of oil-cake, 4856–4859——Time which should be allowed for guano, 4860–4874——Acts of husbandry which, in witness's opinion, the outgoing tenant ought to be paid for, 4875–4892——It is of great importance to the incoming tenant as well as to the outgoing tenant to have the machinery in good order, the fixed machinery or threshing machines, 4893——They do not generally belong to the landlord; if the incoming tenant does not take them, the outgoing tenant takes them away, 4894, 4895——Reasons why a great quantity of grass land has not been broken up in Durham, 4907–4919——This bad state of things in Durham is owing both to the want of capital and to the want of security; suggestions for remedying these evils, 4926–4951——Period for which guano remains unexhausted when sown on seeds, 4952–4960——Power by which the threshing machines are worked in Durham; where worked by steam, the landlord has to pay an extra insurance, 4960–4965.

Claying:

Generally.—Manner in which witness would value a deterioration for excessive claying, *Harvey* 1545, 1546. 1549–1556.

Lincolnshire.—Compensation is allowed on peat lands for claying, *Hesseltine* 244——Method pursued in claying lands, *ib.* 246——The operation of claying has the effect of increasing the produce as well as improving the quality of the wheat, *ib.* 254——Claying peat land is considered a five years' value, *ib.* 257——Witness has clayed peat lands twice, and found great benefit from repeating the process, *ib.* 407, 408——Mode of ascertaining the value of claying and boning, for compensation, *ib.* 425, 426——In the eastern parts of Lincolnshire, one-fourth of the value for claying is deducted for every year; variations in the expense of claying the lands, *Beasley* 480, 481——Claying is most essential to the farming of peats; great extent to which it has been, and is still being, carried on, *ib.* 482–496.

Suffolk.—Compensation given with respect to claying on Mr. Tollemache's estate, *Kersey* 3157–3168.

Clutton, Robert. (Analysis of his Evidence.)—Lives at Hartswood, near Reigate, in Surrey; practises extensively as a land agent in many counties in England, 7839–7842——There is a tenant-right to a very great extent existing in the county of Surrey, 7843——It has not insured good cultivation and management of the land, nor has it even promoted it, 7844–7845——It has led, to a considerable extent, to attempted imposition between the incoming and outgoing tenants, 7846——It promotes a system of fraud and falsehood among farmers, which extends even to the labourers, 7847. 7855–7861——The tenants on entering farms have a feeling existing among them that they have been imposed upon, 7848, 7849. 7855–7861——Prevailing custom of compensation that exists in Surrey, 7850–7854——The system of high valuations, as carried out in Surrey, has led to great evils, inasmuch as in many instances the allowances have been so onerous on the incoming tenant that they have been found practically to limit the choice of tenants, 7862–7879——This has induced the landlords to buy them up, and discharge their estates, 7868–7870. 7873–7879.

Witness has made it his business, in holding his audits, to inquire whether the tenants are aware that a legislative enactment on the subject of tenant-right is in contemplation, 7880——One in twenty is not aware of it, even large occupiers not far from London; they appear to witness to be wholly indifferent about it, 7880——It would be desirable

Clutton, Robert. (Analysis of his Evidence)—*continued.*

that tenants should be at liberty to remove buildings erected by themselves, 7881-7884 ——Oil-cake is used to a great extent in Surrey; compensation is given, 7885-7890—— Compensation is allowed for draining, 7891-7894——It is wholly unnecessary that the Legislature should step in to make any fixed principle upon which these matters should be allowed, 7895-7889——As a landlord, witness would consider it very extraordinary, and as a tenant very unnecessary, 7895-7899——Witness has read the Bill before Parliament, 7900——Except as regards the power to remove buildings, it would not be useful, 7901——Further evidence as to the mischievous tendency of the customs of Surrey, 7901-7923——Witness's principal objection to the Bill before Parliament is in the temporary improvement of the land by the purchase of artificial manure, or the purchase of food for cattle, 7923——It would be extremely difficult to say how much of this artificial food is paid for by the cattle, and how much is manure to the land, 7923-7926——Points in which witness considers the present system of arbitration objectionable, 7927-7936.

COMPENSATION FOR IMPROVEMENTS:

1. *Generally.*
2. *In particular Counties.*

1. *Generally:*

Different usages have long prevailed in different counties and districts of the country, conferring a claim to remuneration on an agricultural outgoing tenant for various operations of husbandry, *Rep.* iii——The ordinary return of this, the outgoing tenant is precluded from receiving by the termination of his tenancy, *ib.*——This claim, which is called tenant-right, ordinarily extends to one or more of the following objects, *ib.*—To the crop which the outgoing tenant has sown and leaves in the ground, *ib.*—The remuneration for the preparation of the soil for crops by tillage, for the straw, hay, and dung left on the farm, and for growing underwood, *ib.*——These local usages are imported into leases or agreements for the letting and occupation of land between landlord and tenant, who are presumed to contract with reference to such usages, unless the terms of the agreement, expressly or by implication, negative such presumption, *ib.*——The extended system of compensation to the outgoing tenant is highly beneficial to agriculture, to the landlord, and to the farmer, *ib.* iv——The benefit arising from the system of compensation for improvements appears to be gradually becoming more known and appreciated, *ib.*—And the system itself seems to be finding its way into other districts than those where it has hitherto been in force, *ib.*——The various improvements required throughout the country to develope the power of the soil are greatly promoted by the system of compensation, *ib.*

Witness has no knowledge of agricultural customs, but assumes the law to be, that no outgoing tenant can claim anything from the incoming tenant or landlord for any expenses of buildings, manuring, or any permanent improvement, *Stewart* 4——What witness desires is that, by law, compensation should be provided at the termination of the lease; by this means the cultivation of the land would be better secured, *Chawner* 2368-2379——If the power to recover compensation for improvements were given, it would also be just to give the landlord the power to recover compensation for dilapidations, *Page* 2645-2650——Witness's feeling is, that there are great difficulties in the way of making satisfactory private agreements for compensation, *ib*, 2695. 2700-2706——It would be perfectly safe to leave the matter of compensation to be settled by the ordinary valuers of the county; suggestions on the subject of arbitration, *Outhwaite* 2844-2870——As regards compensation, the security of the outgoing tenant should be in his remedy against the landlord, *ib.* 2871-2875.

There would be no difficulty in making an arrangement for compensation when the tenant quits the farm, nor would any bad feeling or litigation be likely to arise between the landlord and the tenant, *White* 2968, 2969——The law ought to lay down the general principle of compensation, and landlords and tenants ought not to be allowed to depart from this principle even by agreement, *ib.* 2995-3000——Any general principle established by law to give compensation to the tenants, ought to extend to dilapidations and breach of covenants as a set-off against that, *ib.* 3006-3008——Compensation should extend to oil-cake or other food brought and consumed upon the land; but this is not practised to any extent in witness's district, *ib.* 3029-3046. 3055-3060——Way in which witness considers some legislative interference in the matter of improvements is necessary *Houghton* 4425-4436. 4448. 4450-4456. 4481-4484——Witness would rather pay a good sum to go into a farm in good condition than take it in a poor state at a less rent, *Chandler* 5369-5377——It would be very desirable to give farmers protection for the outlay of their capital, *Waterson* 5704-5721.

2. *In particular Counties:*

Derbyshire.—The compensation to outgoing tenants for unexhausted improvements is very limited, *Rowley* 6833——If the tenant has made a fallow, he claims the crop that that fallow would produce; he has no other allowances, *German* 7788, 7789.

Dorsetshire.—

Report, 1847-48—*continued.*

COMPENSATION FOR IMPROVEMENTS—continued.

2. *In particular Counties*—continued.

Dorsetshire.—There is no compensation for improvements to the outgoing tenants in Dorsetshire; nor for the purchase of artificial manure, *Waterson* 5702, 5703——It would be very desirable to give farmers protection for the outlay of their capital, *ib.* 5704–5721.

Durham.—Compensation to the outgoing tenants for improvements is not general in this county, *Chrisp* 4761.

Essex.—There is no other custom of compensation in Essex for acts of husbandry between outgoing and incoming tenants more than paying for the dung and fallows; way in which this is valued and ascertained, *Hutley* 2128, 2129. 2155–2164.

Gloucestershire.—The usual custom in witness's part of the country is not to make any remuneration to outgoing tenants for any kind of improvements, *Beman* 4133–4135——In some few special cases there is compensation; where there is a bargain made, the custom of the country would note it, *ib.* 4140——Great advantage it would be to the part of the country witness is acquainted with to give compensation, *ib.* 4140*–4149.

Herefordshire.—Acts of husbandry for which, in witness's estimation, the outgoing tenant should be compensated; way in which the amount of compensation might be ascertained, *Higgins* 5983 *et seq.*

Herts.—The tenant has no legal claim for compensation for improvements, *Lattimore* 2406–2411.

Isle of Wight.—Lord Yarborough has introduced a tenant right into the Isle of Wight, something like the system pursued on his estates in Lincolnshire, but varying as to the period over which the allowances should extend, *Gibbons* 6901–6904——Witness considers this system beneficial to the property, *ib.* 6915.

Kent.—The rates of compensation for improvements as between the outgoing and incoming tenant vary considerably in Kent, *Barnes* 6606——Explanation of the various customs of compensation, *ib.* 6607——In the Weald of Kent nearly everything is paid for, *ib.* ——Explanation in detail as to the custom of compensation in the Weald of Kent, *ib.*——In other parts of Kent the compensation is not so extensive as in the Weald of Kent, *ib.* 6626–6631——There is no power of recovering by process of common law compensation under the custom, unless such compensation has been specified in the agreement, *ib.* 6662–6670——In Mid Kent the allowances are more favourable to the outgoing tenant than in East Kent, *ib.* 6689.

Lancashire.—No compensation to the outgoing tenant for any kind of improvement can be demanded by the custom or legally, but it is sometimes given by the landlords, *White* 2912–2916.

Leicestershire.—Witness is not aware that there is any compensation to the outgoing tenant for any improvements that he may have made, *Kilby* 3758.

Lincolnshire.—Compensations paid by incoming tenant to outgoing tenant, *Hesseltine* 398——Custom prevailing in Lincolnshire by which tenants recover compensation for the improvements that they have made upon the land, *Brown* 7151–7156——This custom has the force of law, *ib,* 7157–7159——The custom in Lincolnshire is, that the payment to the outgoing tenant is made by the incoming tenant and not by the landlord, *ib.* 7222, 7223.

Acts of husbandry for which the outgoing tenant is remunerated in the Wolds; rule with regard to the consumption of the produce of the farm, *Loft* 7698–7711——Circumstances under which compensation is made to the outgoing tenant for drainage improvements, *ib.* 7713–7715——There is an allowance for marling or claying over a period of from three to seven years, *ib.* 7716–7718——Allowance with regard to bones, *ib.* 7725——For liming, three or four crops are allowed, *ib.* 7719–7723. 7768–7777——Compensation for the use of oil-cake is getting general; nature of the allowance, *ib.* 7726, 7727——Garden and fruit trees are valued and allowed for, *ib.* 7730, 7731——The present system of compensation to tenants in Lincolnshire is a very good one; there is no objection to the same custom existing in other parts of England, *ib.* 7756–7764. 7782–7785.

Northamptonshire.—The custom of the country gives no compensation whatever for improvements, *Shaw* 3351——It merely pays for acts of husbandry, and seed, and labour, *ib.* 3351–3353——The system of making compensation to the tenants is increasing, *ib.* 3423——There is no progress making in Northamptonshire towards allowing the outgoing tenants more liberal valuations, *ib.* 3504–3508.

Northumberland.—There are some payments in Northumberland for improvements but they can hardly be called a compensation, *Ramsay* 3543. 3572——Compensation to the outgoing tenant for improvements is not general in this county, *Chrisp* 4761——Cases quoted which have come under witness's cognizance, where capital has been laid out under the present system by tenants in Northumberland, and where losses have been sustained from the want of sufficient protection, *ib.* 4773–4777.

Nottinghamshire.—Statement as to the tenant right for improvements payable to outgoing tenants in Nottinghamshire, *Wilmot* 1016——With regard to the general

Compensation for Improvements—continued.

2. *In particular Counties*—continued.

sation to outgoing tenants for acts of husbandry, there is no particular prevailing custom in Nottinghamshire, *Wilmot* 1041——Evidence as to the ordinary payments between outgoing and incoming tenants; statement generally as to the acts of husbandry, such as labour, rent, taxes, fallows, ploughing, &c. &c., *ib.* 1053-1058——Case in which witness, on a farm he held on the borders of Leicestershire and Rutland, broke up the soil from pasture to tillage, drained it, manured it, and erected buildings, and on giving up the land shortly afterwards, he did not receive a sixpence of compensation, *ib.* 1104-1122.

Oxfordshire.—Compensation is seldom given for any improvements made by the outgoing tenant; but there have been instances in which compensation has been given for bones and guano, *Carpenter* 5775-5778——It would be very desirable that such compensation should be general; it would very much improve the cultivation of the land, *ib.* 5779 *et seq.*——If there were binding claims for compensation, farmers would most probably avail themselves of it in making improvements in the use of bones and guano, and also in draining and breaking up grass lands; this would increase the crops, and also give considerable employment to the labourers in winter, *ib.* 5780-5795.

Shropshire.—In the county of Salop the outgoing tenant never receives any remuneration from his successor for any improvements he may have made, *Pinches* 6710.

Somersetshire.—In cases where the owner of the property is unwilling to lay out money for improvements generally, their unwillingness is a discouragement to the tenant to improve, *Mogg* 6130-6132.

Suffolk.—Improvements witness has made upon the farm; nature of his agreement as regards tenant right; nature of the compensation to which he is entitled for the improvements; beneficial results which have followed these improvements, *Harvey* 1319-1348——A general adoption of similar stipulations for compensation would greatly improve the farming in the neighbourhood, *ib.* 1349-1365——Witness has always acted upon the principle of giving compensation to the outgoing tenant only for such property as the incoming tenant or the landlord could realise, *ib.* 1438, 1439.

Since 1840 Mr. Tollemache has introduced the system of giving to his tenants tenant right for improvements, *Kersey* 3132——He compensates for draining, chalking, and claying, and for all other unexhausted improvements, *ib.* 3133——The good effect of this compensation for improvements has shown itself equally upon the farms held on lease as on those held from year to year; the length of lease is usually twelve years, *ib.* 3194-3198——On the whole, the system of compensation pursued has answered by improving the condition of Mr. Tollemache's property, *ib.* 3198——Before 1840 there were no compensations given; terms of holding at and previous to that period, *ib.* 3199-3204——At the time the system of compensation was first adopted by Mr. Tollemache, there was no agreement as to increase of rent, *ib.* 3270-3272——Witness has had farms to let since these operations came into force; he has not found that the incoming tenants have had any objection to pay for the improvements, *ib.* 3310. 3314.

Surrey.—Prevailing custom of compensation that exists in Surrey, *Clutton* 7850-7854——Compensation is allowed for draining, *ib.* 7891-7894.

Warwickshire.—It would be very desirable to admit the principle of compensation to the outgoing tenants for reasonable improvements, *Swinnerton* 5631——The test and basis of compensation ought to be that the tenant should be paid a fair trading interest for the capital laid out, and a sinking fund to get his capital back again, *ib.* 5666, 5667.

Wiltshire.—Nothing is paid by the incoming tenant for improvements, *Chandler* 5350, 5351——In witness's opinion the outgoing tenant should be paid the whole amount to which he may have increased the value of the farm during his tenancy, *Blandford* 5549-5597.

Worcestershire.—No compensation is made to the outgoing tenant for improvements he has made, not even for artificial manures, such as oil-cake used for cattle, nor anything of the sort, *Woodward* 6333, 6334.

Yorkshire (East Riding).—The outgoing tenant has no compensation for the purchase of artificial manure or artificial food for stock, *Page* 2561——There is no compensation for draining or chalking the land; the practice of draining or chalking is not much followed, *ib.* 2562-2565——It would be advantageous that provisions for compensation for draining, marling, and chalking should be inserted in the agreements; how far any general law might be effectually made on this subject, *ib.* 2623-2635——If the custom which now exists were extended in the way mentioned by witness, it would be beneficial both to landlord and tenant, *ib.* 2683-2694——The outgoing tenant is only paid for the manure, *Legard* 7571-7573. 7576-7579——He is not allowed for bones, *ib.* 7574. 7591, 7592——

Of

COMPENSATION FOR IMPROVEMENTS—continued.

2. *In particular Counties*—continued.

Of late years there has been some compensation for cake introduced into the agreements, *Legard* 7575. 7590. 7651.

See also *Agreements. Agriculture. Arbitration. Artificial Manures. Bone Manure. Buildings. Capital. Chalking. Claying. Competition for Farms. Cultivation. Custom. Dilapidations. Drainage. Employment of Labourers. Entail,* Law of. *Essex. Farming. Fee-simple Landlords. Guano. Half Dressings. Improvements. Leases. Legislative Interference. Liming. Limited Interests in Land. Manures. Middlesex. Oil Cake. Produce. Recovery of Compensation. Rents. Soil Burning. Tenant Right. Tenants for Life. Unexhausted Improvements. Valuations. Yearly Tenancies.*

Competition for Farms. Evidence as to the great competition for farms in Northamptonshire, *Shaw* 3489–3503——There is great competition amongst those who have little or nothing in the way of capital to farm with; evils resulting therefrom, *ib.*——The charge for improvements by tenant right would not have the effect of deterring competition in taking farms, *Higgins* 5864–5890.

Cooper, James Grinling. (Analysis of his Evidence.)—Farmer, and is occasionally employed to value property, 1557——Farms something over 2,200 acres, near Southwold, in the eastern part of the county of Suffolk; farms all under one landlord, 1558–1561——It is mostly light land, 1562, 1563——There is no tenant right in the neighbourhood beyond that recognized by the custom of the country and by the leases generally granted, 1564——This custom is merely for acts of husbandry, hay, and things of that description, and for manures, 1565——The custom between the outgoing and the incoming tenant in Suffolk is for the outgoing tenant to be paid for the rent and parish expenses on the fallows, together with all the tillages put in, that is, ploughing, harrowing, &c., 1566–1568——If the tenants had security for the outlay of capital, they would cultivate their lands in a much better manner towards the latter part of a lease than they do now, 1569–1579.

Reasons for forming the opinion that a tenant right would be of advantage to the landlords in general, 1580, 1581——Witness has no doubt that the farmers of his neighbourhood would so far avail themselves of the privilege given to them by tenant right as to increase considerably the employment of their labourers, 1582, 1583——Opinion that if these things are left to private agreement between landlord and tenant, the tenants will remain in the same state as they are now in, 1584–1590——Witness would prefer a lease with tenant right attached, which would induce the tenant to keep the farm in a proper state of cultivation, ensuring the tenant payment for such things as he is now entitled to receive for, and such other improvements as he might make, 1591–1625.

Corn Laws. See *Free Trade. Leases.*

Cropping:

Durham.—Usual course of cropping in the county of Durham, *Ramsay* 3522.

Herefordshire.—Supposing a tenant was found by the landlord to pursue a particular course of cropping different to what the outgoing tenant did, he should be bound, for the last three or four years, to a particular course of cropping, which was different to what his predecessor's was; and then the outgoing tenant ought to have an allowance commensurate with the difference between that system of cropping and his predecessor's, *Higgins* 5983–5995——Evidence as to the course of cropping pursued in witness's neighbourhood, *ib.* 6079–6107.

Somersetshire.—General system of cropping in Somersetshire, *Mogg* 6129.

Wiltshire.—General system of cropping in North Wilts, *Blandford* 5543.

See also *Farming.*

Crops. See *Away-going Crops.*

Cultivation:

Generally.—There is no right to expect good cultivation without a covenant as to improvements, and without a law supporting it, *Bennett* 1911.

Lincolnshire.—Course of cultivation of the lands in the marsh, *Loft* 7741–7747.

Northumberland.—Course of cultivation which is the best for the county of Northumberland, *Ramsay* 3566–3569.

Suffolk.—The land in Suffolk is, generally speaking, very well cultivated, *Kersey* 3266–3269.

Yorkshire (East Riding).—There has been no remarkable improvement in the East Riding of Yorkshire, except good cultivation, *Page* 2593.

(North Riding).—There is great room for the improvement of the cultivation in the North Riding, particularly as regards draining, if the tenants had compensation for improvements, *Outhwaite* 2733–2736——The alteration witness proposes is an alteration

Cultivation—continued.

ation in the custom, which is desirable, from the difference in the mode of cultivation, *Outhwaite* 2822-2831——There is a great deal of land in the North Riding, which, if cultivated in a similar manner to witness's, would be quite as good, *ib.* 2896-2898.

See also *Agriculture.* *Artificial Manures.* *Compensation for Improvements.* *Dilapidations.* *Farming.* *Improvements.* *Leases.*

Custom. In some parts of the country a modern usage has sprung up which confers a right on the outgoing tenant to be reimbursed certain expenses, incurred by him in cultivation, other than those of ordinary husbandry, *Rep.* iii——Among such expenses are included the purchase of food for stock, the purchase of certain kinds of manure, and the draining, chalking, and marling of the soil, *ib.*——The result of these outlays is to effect an improvement of the soil more or less lasting, and requiring more or less time to elapse before the increased productiveness, thereby obtained, reimburses the expenditure incurred, *ib.*——Except in the district where this usage prevails, unless by express stipulation, the outgoing tenant cannot claim compensation for any of these improvements, however short may be the time between their completion and the termination of his tenancy, *ib.*——This custom appears to have grown out of improved and spirited systems of farming, and is still extending with the continued advancement of agriculture, *ib.*——These usages have gradually grown into general acceptance in certain districts, and have ultimately become recognized there as the custom of the country, *ib.* iv.

Duration of custom necessary to guide law, *Stewart* 196——Twenty years is necessary to prove a custom, *ib.* 197——The law in respect to custom is in a very unsatisfactory state, *ib.* 199——But with this full knowledge of the bad state of the law, witness cannot recommend legislation without further evidence, *ib.* 200-208——The customs explained by witness as between landlord and tenant in Lincolnshire have been in operation since 1826, *Hesseltine* 382.

Difficulties in the way of making the custom uniform in all counties, *Beasley* 625-628——Witness does not contemplate any alteration or definition of the customs, but merely the giving of greater facilities in law to determine the rights of the respective parties, *ib.* 629——Mode in which witness ascertains the various customs which exist in the districts where he goes to value, *Stokes* 772, 773——Witness is aware that in some parts of England compensation is awarded to tenants by custom, *Wren-Hoskyns* 868——Witness has no wish to see the custom of one district imported into another district, but merely to have the custom as between outgoing and incoming tenant more clearly defined, *ib,* 988-991——In the counties of Sussex, Berks, Middlesex, and Bucks, with which counties witness is connected, the customs are very various, *Houghton* 4417——Any custom has the force of law after it has been established twenty years, *Brown* 7231-7239.

See also *Buildings,* I. *Compensation for Improvements.* *Derbyshire.* *Drainage.* *Durham.* *Emblements.* *Entry upon Farms.* *Fee-simple Landlords.* *Improvements.* *Kent.* *Leases.* *Legislative Interference.* *Middlesex.* *Tenant Right.* *Unexhausted Improvements.*

Cyder Presses. Custom in Devonshire as to cyder presses; sometimes they are the property of the tenant, and if so he takes them away, *Turner* 5054-5058.

D.

Darby, Joseph. (Analysis of his Evidence.)—Farmer, at Martock, in Somersetshire; farming to the extent of 195 acres; secretary of the Martock Farmers' Club, 6568-6570——Lady-day is the usual time of entry upon farms in the neighbourhood, 6571——The customs are different in the neighbourhood as regards the away-going crop, 6572——The tenancies are generally yearly tenancies, 6573——The land round Martock generally is in want of improvement as regards drainage and good farm roads, 6574-6584——It would be very desirable to give power to the tenants to make roads, and to carry out drainage, with the right of compensation, 6579-6584——Instance in which the tenant right principle has been established in witness's neighbourhood, with a very successful result, 6585, 6586. 6594-6598——The farmers in the neighbourhood have been prevented from making the necessary improvements, from the want of security for the outlay of their capital, 6587-6590. 6599-6601——If the tenants had security for being repaid their outlay, with proper interest and profit, a yearly tenure would tend as much to good cultivation as a tenure by lease, 6591-6593.

De Grey, Lord. Lord De Grey has adopted the principle of tenant right compensation to his tenants on his Bedfordshire property; nature of this compensation, *Trethewy* 6512 *et seq.*——This principle has only been lately introduced, and has been very satisfactory to the tenants; they have already begun to act upon it, and are improving the property, *ib.* 6515-6518——Witness considers there is a great prospect of this example being followed, *ib.* 6534-6537.

Denison, Mr. See *Improvements.*

Derby, Lord. See *Drainage.*

Derbyshire. There is scarcely any tenant right in Derbyshire, *Wilmot* 1165–1168——The customs of the country are very few; there is the labour, and seed, and the fallows, *ib.* 1169.

See also *Bone Manure.* *Buildings,* II. 1. *Drainage.* *Entry upon Farms.* *Farming.* *Leases.* *Liming.* *Manures.* *Valuations.*

Devonshire. The tenure of land in witness's part of Devonshire, near Exeter, is not encouraging to its cultivation, *Turner* 4977——Statement of what witness considers the defects in the tenure of land in Devonshire, *ib.* 4981.——*See* also *Buildings,* II. 2.

Dilapidations. How far the landlords in the southern parts of Lincolnshire have any summary remedy by which they can recover for dilapidations, *Beasley* 540–548——In the event of the establishment of a court of arbitration, it should have the power of making allowances for dilapidations by bad cultivation, *ib.* 611–624——It is quite as important that compensation should be made to the landlord for farms left in a dilapidated state as that the landlord should give compensation for improvements, *ib.* 619 —— In some cases landlords make demands for dilapidations, *Wilmot* 1295–1310——There is a power of recovery on the part of the landowners for any deterioration of their land; there is no difficulty of recovering this compensation even in cases of the insolvency of the tenant, *Harvey* 1477–1498——Modes in which and data upon which dilapidations are valued in Norfolk, *ib.* 1502–1504.

What witness would like to see would be, that there should be certain means of facilitating the securing of the capital expended in improvements by the tenant, and that the same means should apply to the recovery of compensation by the landlord for dilapidations, *Jonas* 1824, 1825——The law would now punish a man for dilapidations, but it gives no compensation for improvements, *Bennett* 1911——Nature of the dilapidations which the landlord ought to demand from the tenant at the expiration of his tenancy *ib.* 2042–2048——Evidence as to the landlord's claims for dilapidations in Hertfordshire, *Lattimore* 2404, 2405. 2407–2409 ——Dilapidations should certainly be taken as a set-off against any claim to compensation, *Lattimore* 2489, 2490; *Beman* 4266–4268; *Swinnerton* 5659–5665——Whether the outgoing tenant should be liable for dilapidations must depend upon the nature of the agreement, *Mogg* 6259–6291——Landlords should have power to recover dilapidations against the outgoing tenant, *Hutley* 2206–2211——In the event of the alteration of the law between landlord and tenant, the subject of dilapidations should be considered at the same time, *Chawner* 2383–2385.

See also *Arbitration.* *Arbitration,* Court of. *Compensation for Improvements,* I. *Rents.*

Dorsetshire. See *Buildings,* II. 3. *Chalking.* *Drainage.* *Entry upon Farms.* *Manures.*

Drainage:

Generally.—Drainage might be legislated upon at some future time, but at present there is not sufficient evidence upon the subject, *Stewart* 205——If any alteration of the law is expedient, it is as to drainage, *ib.* 206——But witness recommends no legislation on the subject at present, *ib.* 208——It would not be practicable for the Legislature to lay down any rule by which compensation for drainage could be estimated, *Harvey* 1419–1423——The length of time that drainage ought to be paid for must depend very much upon the mode of drainage, *Shaw* 3436–3440; *Kilby* 3859–3864.

The fact of a tenant laying out a great deal of capital in drainage and not being allowed for it, is a very hard case indeed, *Beman* 4167–4173——Witness cannot say for what period drainage should go back; his opinion is, that drainage effectually done is done for ever, *ib.* 4195–4204——As regards drainage, the system that witness recommends is, that the landlord should undertake the whole expense; period within which the expense may be reckoned to be returned, *Trethewy* 6539–6544——The period of time the expense of drainage should be thrown over must depend upon how it is done; if it is done in the best manner, witness would say thirty years, *Pinches* 6773. 6779–6790. 6802–6826——Period which ought to be allowed for drainage where the landlord finds only the tiles, *Rowley* 6858–6868——In any system of agricultural improvement drainage is the most essential point to begin with, *Brown* 7226–7230.

Bedfordshire.—There is no custom in Bedfordshire that would enable the outgoing tenant to claim compensation for drainage, *Bennett* 1889–1891.

Berkshire.—There is a great deal of land on the hills near the Kennett that would be the better for draining, *Owen* 4587.

Cambridgeshire.—There is no practice of compensating the tenant for drainage unless there is some agreement made; allowance which is then generally made for drainage, *Jonas* 1659, 1660.

Cheshire.—Extent to which drainage has been carried in Cheshire; benefit which has been derived from draining the grass lands of Cheshire; about two-thirds of the land in Cheshire are grass, and one-third arable, *White* 2936–2944——The drainage of the grass land which has taken place in Cheshire has sometimes been done by the landlord, but

Drainage—continued.

more frequently by the landlord and tenant joining, *White* 2970-2977——Lord Derby's estate was drained at his own expense; he charges five per cent. for the outlay, *ib.* 2984, 2985.

Derbyshire.—The drainage is sometimes performed by the landlord and sometimes by the landlord and tenant jointly, *Wilmot* 1171——Where the landlord does it he charges a per-centage, *ib.* 1171-1173——Generally speaking, there is no compensation for draining; the landlord in most cases finds the tiles, *Rowley* 6834.

Devonshire.—It would be desirable to give tenants compensation for draining and otherwise improving the soil, *Turner* 4985.

Dorsetshire.—Draining would be very beneficial in the Vale of Blackmore, *Waterson* 5722-5724.

Durham.—The agreements do not comprise payment to the outgoing tenant for draining and such things, *Ramsay* 3520——There is not much other permanent improvement besides drainage in Durham, *ib.* 3521——A great deal of draining is required, *ib.* 3525.

Essex.—How far, and mode in which drainage is carried on in Essex, *Hutley* 2119-2121——In cases where landlords cannot afford to drain the land, many tenants of capital would do so if they were encouraged by a system of general compensation for drainage, *ib.* 2122——Great advantages which would arise from good drainage in Essex, *ib.* 2130-2133.

Gloucestershire.—Towards the Vale of Berkeley and the Severn, there is a great deal of strong land that is capable of great improvement by draining, and it would tend to give an increased employment to labourers, *Beman* 4150-4154. 4272-4274. 4278-4300.

Hertfordshire.—The custom of Hertfordshire is not extended to compensation for drainage, *Lattimore* 2459.

Isle of Wight.—The allowance made for underdraining when the tenant finds the tiles, and is at all the expense, is twelve years, *Gibbons* 6913——Where the landlord finds the tiles and the tenant finds the labour, it is five years, *ib.* 6914.

Kent.—The outgoing tenant is paid for all drainage of every description that is performed with tiles or wood; periods over which drainage is allowed, *Hatch* 3950——No notice is required to be given to the landlord at the time the work is performing; the landlord in some cases finds the tiles, *ib.* 3990-3992——There is very great room for improvement by drainage in witness's neighbourhood, near Hythe, in Kent, *Hughes* 4630——Compensation with respect to drainage, *Barnes* 6608-6625——The practice of draining in the Weald of Kent is of rather recent adoption; it has not been adopted, except in hop land, till within the last few years, *ib.* 6659.

Lancashire.—There is much room for improvement by drainage in Lancashire, *White* 2917-2932.

Leicestershire.—Drainage would be carried out, a large quantity of inferior grass land broken up, and the employment for labour very much increased, *Kilby* 3760-3772. 3777-3803. 3881-3887——Way in which drainage is done in witness's neighbourhood, *ib.* 3859.

Lincolnshire.—Drainage is generally conducted by the landlord finding tiles and the tenant labour, *Hesseltine* 311——No allowance is made by custom for drainage, *ib.* 342-347——Particulars of the agreement which witness has with his landlord as to drainage, *ib.* 457-465——The custom in witness's district with regard to drainage is, to allow the outgoing tenant for the expense incurred in draining during the five preceding years, divided over five years, *Beasley* 526-528——Even among the small tenantry there is a great spirit of improvement going on, particularly in draining, which is the foundation of all good farming, *ib.* 549, 550——Lincolnshire practice as to furnishing tiles, *ib.* 551-554.

Witness is not aware that in Lincolnshire drainage could be insisted upon, except on certain estates, and then it is five or seven years that is allowed, *Wilmot* 1178-1181——As regards draining, the tiles are generally furnished by the landlord and the expense of the labour is defrayed by the tenant, *Brown* 7172——When the tenant finds the tiles and is at the whole expense, seven years are allowed; when the landlord finds the tiles, five years, *ib.* 7173——The custom in Lincolnshire as to drainage varies greatly on different estates, *Neville* 7282-7285——As regards drainage, it is a very common practice in Lincolnshire for a landlord to find materials, tiles, for instance, the tenant putting them in, *Loft* 7712.

Northamptonshire.—How far witness has improved the land in his occupation by drainage or otherwise, *Shaw* 3350——By the custom of the country there has never been

Drainage—continued.

been any system of compensation for draining in Northamptonshire where there has not been an allowance for materials or labour found by the tenant, *Shaw* 3422——Lord Pomfret and a few more possessors of farms are draining their lands, for which the tenants pay interest, *ib.* 3423, 3424.

Northumberland.—Nothing is allowed for drainage, *Ramsay* 3544.

Nottinghamshire.—In South Notts there is an allowance for drainage for five or six years upon the labour or tiles that have been used by the tenant where he finds both, *Stokes* 699——The general custom in the district is for the landlord to find the tiles, and the tenant the labour, *ib.*——The tenant then gets an allowance for the labour, *ib.* 700——In South Nottinghamshire the landlords have not drained the lands, and the tenants, under their present tenures, have not been encouraged to do so, *ib.* 726-729——Six years' value should be allowed for drainage, for shallow draining from two to three feet, *ib.* 808-810.

The custom of the country does not allow anything for drainage or buildings, *Wilmot* 1016——It is the custom on certain estates to allow for drainage, but not generally, *ib.*——Allowance which has been made for drainage where such has been made; it is seven years, deducting a seventh each year, for shallow draining, and ten years for deep draining, *ib.* 1035-1039. 1059-1064——In some instances the tiles are given, but they are generally put in under the superintendence of the landlord, *ib.* 1040——In the eastern parts of Nottinghamshire it would be a very great advantage if the tenants enjoyed the right of claiming compensation for drainage; they would frequently take advantage of it where they do not now, *ib.* 1042-1052.

Shropshire.—The land in many parts of Shropshire requires drainage, *Pinches* 6717.

Somersetshire.—There is no compensation for draining or any other improvements; no custom of the country, *Mogg* 6115-6121——There is a great deal of land in the different localities in Somersetshire which would pay for draining, *ib.* 6122——Draining would be of great benefit, *ib.* 6174-6193. 6207, 6208. 6214-6243.

Staffordshire.—Want of drainage in Staffordshire; extent to which the landlords assist in the drainage of the land, *Chawner* 2329-2334.

Suffolk.—Explanation relative to the compensation given for drainage; principle upon which such compensation is given on Mr. Tollemache's estate, *Kersey* 3136-3146.

Warwickshire.—The only compensation paid by the incoming tenant for the improvement of the land, is for draining; nature of this compensation, *Swinnerton* 5611-5620. 5622, 5623.

Wiltshire.—There is a great quantity of land in the lower section of North Wilts that requires draining, *Blandford* 5490——If the tenants were allowed compensation for draining, there is no doubt they would carry it out largely, would be a great advantage, and would give employment to a large number of labourers whom now, in the winter time, there is difficulty in finding employment for, *ib.* 5490-5500. 5502-5542.

Worcestershire.—There has been a great deal of land in Worcestershire drained lately, but a great portion is undrained, *Woodward* 6336——Witness has drained his land extensively, according to the conditions of his lease, *ib.* 6401-6406.

Yorkshire (East Riding).—Good drainage would tend greatly to increase the productiveness of the various soils of the East Riding of Yorkshire, *Page* 2572-2589——The Holderness side of the East Riding has been pretty generally drained within the last ten years; still there is a great deal of land remaining that would be improved by drainage, *Legard* 7621-7631.

(North Riding).—Improvement made in the land by drainage, *Outhwaite* 2713-2717——Evidence as to the great improvement which might be carried out by drainage in the North Riding, *ib.* 2814-2818.

See also *Agreements. Cambridgeshire. Improvements. Landlords.*

Durham. The customs of the county of Durham, as between outgoing and incoming tenants, are in many points very dissimilar from those of Northumberland, *Ramsay* 3514——Custom of the county in the country of Durham; custom of payment for crops between outgoing and incoming tenants, *ib.* 3515-3517.

See also *Agreements,* II. *Buildings,* II. 4. *Cropping. Drainage. Farming. Yearly Tenancies.*

E.

Ejectment. Inconvenience arising from the difficulty of ejecting bad tenants; the landlord has a very uncertain remedy as to dilapidations; cases in illustration of this, *German* 7805-7822.

Elwys v. *Mawe.* It has been distinctly decided by Lord Ellenborough in this case, that a tenant having found it necessary to erect a beast-house, a house for holding utensils, and other buildings, as well as a wall for enclosing a yard, could not remove any of them, *Stewart* 6.

Emblements. Evidence as to whether or not the general rule of emblements has been varied by special custom giving a more extensive right to outgoing tenants in some counties, *Stewart* 153.

Employment of Labourers. The system of compensation for improvements leads to extended employment of the rural population, *Rep.* iv—Witness has no doubt that the farmers of his neighbourhood would so far avail themselves of the privilege given to them by tenant right as to increase considerably the employment of their labourers, *Cooper* 1582, 1583—The recognition of a claim to compensation would greatly increase the employment of agricultural labourers, *Hutley* 2123–2127—If facilities were given to tenants to carry out improvements, a considerable increase of the employment of labourers would be the consequence, *Houghton* 4401*—If the tenant farmers had security for their outlay, they would be better able and more disposed to give employment to the labourers in winter, *Owen* 4600–4602—If the farmers in Devonshire had security for the outlay of their capital, they would be disposed to improve their farms, and thereby give an increased employment to the labourers, *Turner* 4991–4996—If the Worcestershire farmers had tenant right, they would increase the employment of their labourers to a very great extent, *Woodward* 6347–6350.

See also *Farming.* *Leases.*

Engines. A trading tenant would be allowed to remove fixtures, such as engines of any kind for the purposes of his trade, *Stewart* 6.

Entail, Law of. The law of entail may be considered as one of the legal difficulties in the way of many landlords granting agreements with tenant right, *Bennett* 1911—Witness's estate at Thorney is entailed; he considers himself bound by the agreements made by his predecessor, *Neville* 7257–7264—Witness is in favour of an alteration of the present law of entail, so as to enable the tenant for life to bind his successor in a reasonable sum for compensation to the tenants for improvements, *ib.* 7265.

See also *Fee-simple Landlords.* *Limited Interests in Land.* *Tenants for Life.*

Entailed Estates. In point of law, owners of settled estates are able to make agreements to bind their successors in possession of the land, even when it does not correspond with the custom of the country, *Lattimore* 2548—*See* also *Tenants for Life.*

Entry upon Farms:

Berkshire.—Time of entry upon farms in Berkshire; acts of husbandry which the incoming tenant has to pay for; the outgoing tenant is not compensated for any kind of improvements, *Houghton* 4370–4392.

Derbyshire.—The time of entry in Derbyshire is always at Lady-day, *Rowley* 6828.

Dorsetshire.—The time of entry upon farms in Dorsetshire varies, but it is generally Lady-day, *Waterson* 5698—The following wheat or barley crop is generally taken by the outgoing tenant, unless by some special agreement, *ib.* 5699.

Herefordshire.—The time of entry upon farms in Herefordshire is chiefly Candlemas-day, the 2d of February, *Higgins* 5826.

Isle of Wight.—The usual period of entry in the island is Old Michaelmas-day *Gibbons* 6894.

Kent.—Generally speaking, the time of entry in witness's part of the country is Old Michaelmas or New Michaelmas-day, *Hatch* 3949.

Leicestershire.—The time of entry upon farms in Leicestershire is usually Lady-day, *Kilby* 3754—The succeeding wheat crop is valued to the incoming tenant, *ib.* 3755—He does not pay anything for the turnip crop that is not fed off, *ib.* 3756.

Northumberland.—As regards the county of Northumberland, the period of entry varies a little, but it is mostly on the 13th of May, *Ramsay* 3531—Entering upon the 13th of May, the tenant has the away-going crop to secure the landlord, because the landlord gives him six months' credit for the payment of the rent, *ib.* 3532. 3579–3585. 3631–3638—The Duke of Northumberland is the largest landed proprietor in Northumberland, *ib.* 3532—In his case the tenant enters at Lady-day, and the entering tenant enters upon all the crops, *ib.*

Oxfordshire.—Michaelmas is the general time of entry in Oxfordshire, *Carpenter* 5768.

Somersetshire.—The time of entry about Taunton and westward is about Michaelmas; and about Glastonbury and Wells, and that district, generally Lady-day, as that is the pasture and grazing district, *Mogg* 6110.

Sussex.—

Entry upon Farms—continued.

Sussex.—Time of entry on farms in the part of Sussex with which witness is acquainted, *Boniface* 7014.

Warwickshire.—The time of entry upon farms in Warwickshire, is generally Lady-day, the outgoing tenant taking the following crop of wheat unless an arrangement is made for payment, *Swinnerton* 5600-5604.

Wiltshire.—Tenancy in this part of the country ceases generally at Michaelmas, *Chandler* 5342——By the custom of the country, the incoming tenant has the right of entry to prepare a certain quantity of turnip land before Michaelmas, *ib.* 5343-5345——He has also a right to come in in June to prepare for wheat on the old ley, *ib.* 5346, 5347——The time of entry in witness's neighbourhood near Devizes, is Lady-day, *Blandford* 5488——The incoming tenant takes possession on the 25th of March, by paying for all tillages, *ib.* 5489.

Worcestershire.—There is no usual time in Worcestershire for the incoming tenant to enter upon the farm, though the general time is Michaelmas, *Woodward* 6332.

Essex. How far the system of compensation pursued in Essex is more favourable to the tenants on the large estates than on the small ones, *Hutley* 2241-2248.

See also *Artifical Manures. Buildings,* II. 5. *Chalking. Drainage. Farming. Manures, Oil Cake. Star Fish. Threshing Machines.*

Extent of Farms (York, East Riding). There are some large farms, but they generally run from 200 to 400 acres, *Page* 2597, 2598.

See also *Capital. Farmers. Size of Farms.*

F.

Fallows (Kent). Allowances made for naked fallows, *Hatch* 3960-3962.

See also *Derbyshire.*

Farmers. See *Capital. Compensation for Improvements. Employment of Labourers. Improvements. Leases. Small Farmers. Tenant Right.*

Farming:

Cheshire.—The recognition of tenant right for improvements would, both in Lancashire and Cheshire, tend greatly to the improvement of farming, *White* 2965.

Derbyshire.—Bad farming in Derbyshire from the want of a tenant right, *Wilmot* 1229-1234.

Durham.—There is very great room for the improvement of farming in the county, *Ramsay* 3524.

Essex.—Under any circumstances, either with low or high prices, the only chance a man has to get money is by high farming; high farming is a great increase of employment for labour, *Hutley* 2189-2194.

Isle of Wight.—Lord Yarborough's property generally was not in a good state of cultivation when witness took the management of it, *Gibbons* 6896-6900——The state of the farming is improved by the system of compensation pursued in the Isle of Wight, *ib.* 6916, 6917.

Kent.—Where customs of compensation prevail the farmers are improving fast in farming because they have security for the outlay of their capital, *Hatch* 3964——It does not interfere at all with the landlord, because a tenant would rather take a farm with these improvements than have to make them himself, *ib.* 3964-3967——If the system of compensation were made more certain, it would tend to the encouragement of good farming generally, *Barnes* 6632-6658.

Northumberland.—Generally speaking, Northumberland is a very well-farmed county, *Ramsay* 3749, 3750.

Staffordshire.—The farming in Staffordshire is not so high or so productive as it would be if there were compensation for improvements, *Chawner* 2328.

Yorkshire (East Riding). As far as the Wolds are concerned, the farming in the East Riding may be said generally to be good, and of high character, *Legard* 7564-7569——In a part of the Holderness district they go upon the antiquated and bad system of the three-shift course, two-corn crops, and a fallow, *ib.* 7632-7634.

See also *Agriculture. Capital. Competition for Farms. Dilapidations. Leases. Tenant Right.*

Fee-Simple Landlords. At the present time the tenant could recover if a person in possession in fee-simple sold a property having an engagement to be responsible for improvements, from the purchaser, *Stewart* 162, 163——Even in case it were the custom to pay for marling or any other improvement, the tenant could only recover from the purchaser by custom and not by law, *ib.* 165-170——Power of a tenant in fee-simple to make an agreement for compensation binding on his successor, *Wren-Hoskyns* 1002-1008——There is no difficulty in securing the tenant right in cases where the landlord has only the fee-simple, provided the landlord and tenant can agree, *Wilmot* 1182. 1186, 1187. 1276-1279——There is no difficulty in tenants making an agreement for tenant right for improvements with fee-simple landlords, *Jonas* 1871-1874——If an estate held in fee-simple were mortgaged, the owner should, nevertheless, have the power of giving compensation for improvements to his tenants, *Shaw* 3399-3401.

Cases of difficulty frequently occur in the counties of Durham and Northumberland, from parties not having the fee-simple of the land being unable to give leases to tenants, *Ramsay* 3694. 3741-3748——It would be an advantage generally that persons upon such disability should be able to secure the tenant at the end of the term, *ib.* 3695-3701. 3741-3748——Difficulty in cases where the landlord has the fee-simple of the land, of securing to the tenant what he ought to have by agreement, even where both parties are agreeable, *ib.* 4063-4068——It is because they are not in every case agreeable that the tenant farmers come and ask for this Bill, *ib.* 4066——The law should give a fee-simple landlord power to bind his successor, *Houghton* 4449, 4450. 4457-4463. 4469-4484——There is nothing to prevent a landlord having a fee-simple interest in land giving the proper security to the tenant, if both parties agree, *Swinnerton* 5668-5673.

See also *Leases. Limited Interests in Land. Tenant Right. Tenants for Life.*

Fences (Northumberland). No compensation is allowed for fencing; if there is a lease, the tenant is bound to keep the fences in repair; in the first outset the landlord finds the fences, *Ramsay* 3545. 3555, 3556.

Fixtures. The whole law as to fixtures is not in a satisfactory state, *Stewart* 6——Distinction drawn constantly between trade fixtures and those which are not, *ib.* 43-45——Fixtures should be the property of the tenant, subject to the land for damage, *ib.* 49——The law should be so altered as to put all tenants, trade, and agriculture on the same footing, *ib.* 56-59——The power to remove fixtures in agricultural cases ought to be on the same footing as in trading cases, *ib.* 89-93——The tenant should have both the power of erection and removal, *ib.* 94.

At present all fixtures belong to landlords, *Stewart* 120——The fault of the present law is that the general rule is wrong; it ought to allow the tenant generally to remove fixtures he has erected, *ib.* 124-128——Alterations of the law which have suggested themselves to witness's mind on the subject of fixtures, particularly as regards buildings erected by the tenant, *Wren-Hoskyns* 893-913——Difference in the law as regards trade fixtures and agricultural fixtures, *ib.* 896-899. 914——There is a great distinction between tenure of trade and tenure of land for agricultural purposes, *ib.* 914——Still witness would not think that this was the principle of distinction that has operated to vary the law with relation to fixtures between them, *ib.* 914, 915. 949-956——The same rule should exist in both cases, *ib.* 915, 916——Practice in Bedfordshire with respect to agricultural fixtures, *Bennett* 2015-2022——It would be but fair to put farmers upon the same footing as tradesmen as regards fixtures, put up for the purposes of their business, *Beman* 4252-4257.

See also *Buildings,* I. *Engines. Machinery. Ornamental Fixtures. Threshing Machines. Trading Tenants.*

Free Trade. Witness has no great opinion of the mode in which the question of the corn laws has been set at rest, *Bennett* 1909——The repeal of these laws is a most suicidal act; other countries have not given the *quid pro quo*; we get nothing in exchange, *ib.*

G.

Game Laws. See *Leases.*

German, George. (Analysis of his Evidence.)—Tenant farmer and land agent, residing in Derbyshire, on the borders of Leicestershire and Warwickshire, 7786, 7787——There is very little of what is considered tenant right in the part of the country in which witness resides, 7788——If the tenant has made a fallow he claims the crop that that fallow would produce; he has no other allowances, 7788, 7789——Mode of tenure witness considers the most conducive to good farming, 7790——Tenant right is gradually working its way into the district in which witness lives, 7791——The landlord of the estate in which witness is connected has introduced a system of tenant right; nature of this system, 7792-7796——Witness considers this system will gradually work its way into other districts; inquiries have been made by other landlords respecting it, 7797-7799. 7822* *et seq.*

German, George. (Analysis of his Evidence)—*continued.*

If a liberal tenant right could be introduced without the interference of the Legislature it should be done; but if it cannot be done without it should be done with it, 7800, 7801. 7822*–7830——Persons at present incapacitated by law from giving tenant right should be allowed to do so, 7802——Tenants ought to have their farming fixtures just as much as trading tenants their trading fixtures, 7803——In the event of any Act of Parliament passing on this subject, the whole question of law between landlord and tenant should be reconsidered; it would be taking too wide a field to say it should be all altered, 7804——Inconvenience arising from the difficulty of ejecting bad tenants; the landlord has a very uncertain remedy as to dilapidations; case in illustration of this, 7805–7822——Mode in which witness proposes that the valuations between landlord and tenant for compensation should be carried out, 7831–7838.

Gibbons, Stephen. (Analysis of his Evidence.)—Agent of Lord Yarborough for his property in the Isle of Wight, 6890, 6891——Objects to any compulsory enactment to carry out the principles of tenant right, 6892——Allowances which Lord Yarborough has granted to his tenants in the Isle of Wight, 6893——The usual period of entry in the island is Old Michaelmas-day, 6894——There have been no payments made by the incoming to the outgoing tenants, 6895——The property generally was not in a good state of cultivation when witness took the management of it, 6896–6900——Lord Yarborough has introduced a tenant right into the Isle of Wight, something like the system pursued on his estates in Lincolnshire, but varying as to the period over which the allowances should extend, 6901–6904——Nature of this tenant right, 6905–6914.

Witness considers this system pursued in the Isle of Wight beneficial to the property, 6915——The state of the farming is improved by it, 6916, 6917——Reasons why witness objects to such tenant right being enforced by law, 6918–6955——Things are better settled by private agreement than by making a general law to suit everybody, 6960–6975——In order to frame a law it would be necessary to have some stricter system of valuation than prevails at present, 6976–6982——In Lincolnshire, if the tenant wishes to erect farm buildings, or to make any permanent improvements, he comes to the landlord and makes an agreement, 6983–6986——Reasons for the distinction drawn in the Isle of Wight between marling and chalking, 6987–6989.

Witness objects to a compulsory Act of Parliament as putting the landlord too much in the hands of his tenant, 6990, 6991——It would be very objectionable that tenants should be enabled by Act of Parliament to put up buildings without the landlord's consent on his farm, and make him responsible for them, 6992–7005——Practice pursued by Lord Yarborough on his estates as respects buildings; it is the practice to substitute good new for old bad buildings, 7006–7011.

Gloucestershire. In Michaelmas holidays the incoming tenant pays all the costs of husbandry, the ploughings, and sowings, and manurings, that is, the drawing it, and hoeings, in some instances; not any artificial manure is paid for, *Beman* 4136——There has not been any great improvement in the cultivation of the part of Gloucestershire with which witness is acquainted, the Cotswold Hills, during his lifetime, *ib.* 4174–4180.

See also *Liming.* *Soil Burning.*

Growing Crops (*Notts*). Custom in South Notts as regards the growing crops, *Stokes* 813–821.

Guano. Witness knows of no allowance having been made for guano in Lincolnshire, *Hesseltine* 327——It has been decided that there should be an allowance, but the amount has not yet been decided by the valuers, *ib.* 328——Guano has only been applied to a limited extent on grass land in Cheshire; the effect has been beneficial, but it does not last more than one or two years, *White* 3114–3116——Evidence showing the great increase in the use of bones in Northumberland; guano had rather interfered with it latterly, but the opinion of the agriculturists is not so favourable to the use of guano as it was, *Ramsay* 3597–3608——It has been much adulterated, and that has injured the sale of it, *ib.* 3606, 3607——In cases of compensation witness would not include the use of guano; he does not consider it a permanent manure, *ib.* 3609–3614.

Witness suggests that two years should be allowed for guano, *Beman* 4265——Guano witness does not throw over so many years as bones; it is not so permanent a manure; say two years, *Higgins* 5967, 5968——Four years should be allowed guano, but the fourth year at a considerable decrease, *Pinches* 6765–6767——There is no allowance for guano in Derbyshire, which has only been lately introduced, *Rowley* 6871, 6872. 6875——The allowance given for guano in the Isle of Wight is one-half, *Gibbons* 6905.

H.

Half Dressings. Difficulty of ascertaining the real claim for half dressings, *Boniface* 7090-7102.

Harding, James. See *Waterson James Harding.*

Harriet, George. (Analysis of his Evidence.)—Farmer, residing at North Waltham, at Basingstoke in Hampshire, 5262, 5263——Usual custom in this part of the country between incoming and outgoing tenants, 5264-5267——How far it would be desirable to give compensation to the outgoing farmer for various kinds of improvement, 5268-5283——It is the general feeling of the farmers in Hampshire that the protection of a lease is required, with a covenant, which would entitle them to compensation at the end of the term, for all improvements that the incoming tenant would be benefited by, 5284-5303——There is nothing more simple than the insertion of such a covenant, as the incoming tenant would receive the advantage of the unexhausted improvements, 5284——Witness's feeling is in favour of this principle being carried out, by law, 5304——Dilapidations should naturally be looked to as a set-off against improvements, 5303-5326.

Harvey, Robert Blyth. (Analysis of his Evidence.)—Land agent and valuer of farming covenants at Pulham, in the county of Norfolk; tenant on the estate of Sir Robert Adair, at Flixton Hall, Suffolk; and member of the Harleston Farmers' Club, 1311-1314——Has been a farmer twenty-two years; his first occupation was about sixty-five acres, his present one hundred and thirty-five, 1315-1317——Had no security for improvements in his first occupation, 1318——On his present occupation he has; improvements witness has made upon the farm; nature of his agreement as regards tenant right; nature of the compensation to which he is entitled for the improvements; beneficial results which have followed these improvements, 1319-1348——A general adoption of similar stipulations for compensation would greatly improve the farming in the neighbourhood, 1349-1365.

A general system of compensation, with yearly agreements, would work better in improving the condition of the land than the short terms of eight years, 1366, 1367——In the case of leases, the tenant right is particularly necessary for the protection of the landlord, more even than that of the tenant, 1368-1370——Custom of the country between outgoing and incoming tenants in Norfolk, 1371-1390——The tenant right ought to exist whether a tenant gives up a farm by his own will or by the will of the landlord, whether by notice from himself or by notice from his landlord, 1404-1418——It would not be practicable for the Legislature to lay down any rule by which compensation for drainage could be estimated, 1419-1423——What is required is to create the property, to make a tenant right, that the tenant should have that property, and it should be left to the valuer to say what the property is, 1423-1437——Witness has always acted upon the principle of giving compensation to the outgoing tenant only for such property as the incoming tenant or the landlord could realise, 1438, 1439.

There is no difficulty in the way of getting an opinion as to the real value of the improvements made by the tenant, 1440-1442——The extent to which witness would carry it should be solely as to the value of the improvement, without regard to the cost, 1447-1459——If witness has his tenant right he would not care whether he had it from special agreement or by an Act of the Legislature, 1460-1469——In all cases the farmer should regulate the size of his farm according to his capital, 1469-1473——The law should create to the outgoing tenant such property as he leaves behind him, especially in the way of buildings, 1474-1476——There is a power of recovery on the part of the landowners for any deterioration of their land; there is no difficulty of recovering this compensation even in cases of the insolvency of the tenant, 1477-1498. 1547, 1548.

No legislation could do away with the special agreement, 1499-1501——Mode in which, and data upon which, dilapidations are valued, 1502-1504——Witness's valuation to the incoming tenant upon entering a farm would not be according to the cost of whatever might have been laid out in the improvements, but the actual value of the improvements when taken at the beginning of the tenancy, 1505-1533——How far there is any danger of tenants over-manuring or using injudicious manures, 1534-1544——Manner in which witness would value a deterioration for excessive claying, 1545, 1546. 1549-1556.

Hatch, Benjamin. (Analysis of his Evidence.)—Farmer, and land valuer, and general agent, living at Tenterden, in the Weald of Kent; occupies about 115 acres, 3945-3947——Has done a great deal of valuing between outgoing and incoming tenants, 3948——Generally speaking, the time of entry in witness's part of the country is Old Michaelmas or new Michaelmas-day, 3949——Payments generally made by the incoming tenants, 3950——These payments are by the custom of the country, 3951——Rate at which bought manures and artificial manures are paid for, 3952, 3953.

The outgoing tenant is paid considerably for chalk, 3954-3957——Amount paid for lime, 3958, 3959——Allowance made for naked fallows, 3960-3962——There is no allowance

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Hatch, Benjamin. (Analysis of his Evidence)—*continued.*

allowance for the improvement of buildings, 3963. 4027——This is the only thing the tenants wish for; they think it would place them in a better position, *ib.*——It is a hop district, and an oast is a thing that is required where there are hops, 3963——If the tenant were allowed to build his oast and take it away if the landlord would not pay for it, it would be doing a good thing, *ib.*——There is no difficulty in the Weald of Kent in making the valuations for improvements, 3964——Where these customs prevail the farmers are improving fast in the farming, because they have security for the outlay of their capital, *ib.*——It does not interfere at all with the landlord, because a tenant would rather take a farm with those improvements than have to make them himself, 3964–3967.

Value of the underwood in the Weald of Kent, especially in the hop districts; the amount paid for this by the incoming tenant goes to the outgoing tenant, 3968–3977——The tenants in the Weald of Kent would be satisfied with the tenant right they possess if they have greater power with regard to cutting down hedges, so as to have the country a little more clear, 3977–3989. 4028——There is a large extent of country where the fields are so very small that the sun, in some cases, never shines across them, 3977–3989——It is a condition on taking those farms that the hedges should be retained as they are, *ib.*

Means taken in the Kentish valuation to ascertain the consumption of oil-cake, 3993–3997——Witness has been acquainted with the Weald of Kent twenty years; there has not been much difference in the custom during that period, 3998, 3999——It is in consequence of this custom that from being one of the worst farmed districts that witness knows of anywhere, it is now getting to be one of the best, 3999–4012——Average income per acre in a farm in the Weald of Kent where no hops are grown and where there is no underwood; average valuation per acre to the incoming tenant, 4013–4026——Witness does not see his way to any compulsory enactment with respect to tenant right, 4029.

As regards making tenant right recoverable, witness's advice would be, "Do not leave till you get your money;" in practice there is never any difficulty found about it, 4030–4032——If any remedy is required, witness would suggest that it should be made a rentcharge upon the land, the same as the tithe commutation, 4032–4042——How far in all extensive alterations or improvements the landlord should have the power of overruling them, 4043, 4044——Any extensive tenant-right Bill must naturally interfere in some measure with existing agreements; still, witness is not in a position to suggest what should be done on this subject, 4045–4062.

Difficulty, in cases where the landlord has the fee simple of the land, of securing to the tenant what he ought to have, by agreement, even where both parties are agreeable, 4063–4068——It is because they are not in every case agreeable that the tenant farmers come and ask for this Bill, 4066——The landlords do not see their own interests to induce them to grant these advantages so generally as they ought to do, 4069——Further evidence as to the consent of the landlord being necessary to any improvements which it may be in contemplation to carry out, particularly as regards drainage, 4078–4112——Set-off witness makes for dilapidations in his tenant valuations, 4113–4118——Want of knowledge has been the main cause which has prevented drainage being more extensively carried out in the county of Kent, 4119–4124.

Heath Lands (Lincolnshire). In the heath districts the farmers are still in the habit of using large quantities of bones and cake, *Beasley* 497, 498——Great increase in the produce of the crops in these districts consequent upon the superior farming, *ib.* 499–501——Custom on the heath lands as to payments for acts of husbandry between outgoing and incoming tenants, *ib.* 502–525.

Hedges (Kent). The tenants in the Weald of Kent would be satisfied with the tenant right they possess if they had greater power with regard to cutting down hedges, so as to have the country a little more clear, *Hatch* 3977–3989. 4028——There is a large extent of country where the fields are so very small that the sun, in some cases, never shines across them, *ib.* 3977–3989——It is a condition, on taking these farms, that the hedges shall be retained as they are, *ib.*

Herefordshire. See *Buildings*, II. *Capital.* *Cropping.* *Entry upon Farms.* *Valuations.*

Hertfordshire. Custom in Herts as to the entry and quitting of farms as regards acts of husbandry, *Lattimore* 2395–2403.

See also *Agreements*, II. 2. *Drainage.* *Leases.* *Produce.* *Yearly Tenancies.*

Hesseltine, William. (Analysis of his Evidence.)—Farmer in North Lincolnshire, 209——Occupying 1,557 acres, 210——Nature of soil, 211, 212——In 1812, when the family took the farm, it was only broken-up heath, could not grow corn, 216, 217——First improvements with lime and bones, 219——Then chalking the land, 221——Turnips would not formerly grow; now very good crops grow, 226, 227——Farm managed on a four-course shift, 229——Winters about 2,500 sheep, 230——System of chalking has been

Hesseltine, William. (Analysis of his Evidence)—*continued.*
very beneficial to a large tract of country in Lincolnshire, 232——Land generally held in yearly tenancy, 235——Money laid out by a tenant in the operation of chalking, is divided over seven years, and in case of quitting the farm, he is allowed in that proportion, 237——Allowances are also made for bones, at the value of three years, 241——Compensations are also allowed on peat lands, for claying, 244——Method pursued in claying lands, 246——The operation of claying has the effect of increasing the produce as well as improving the quality of the wheat, 254——Claying peat land is considered a five year's value, 257——Allowance is also generally made now for purchasing oil-cake for cattle, 258.

Oil-cake is largely used both for cattle and sheep, 261, 262——The allowance for oil-cake for feeding stock, is grounded on the consequent improved quality of the manure, 265——Half the benefit of the cake may apply to the stock, the rest to the manure, 266——Improvements based on the tenant right in Lincolnshire have increased the production of the land one-fourth, 271——The farm held by witness has been doubled in value by the improvements; the rent also has been doubled, 272-276——Artificial assistance is applied to every crop in the rotation, 280-292——Copy of agreement produced, stating that compensation is to be given according to custom to witness on leaving his farm, 293——No man of capital would take a farm in Lincolnshire without a clause in the agreement as to allowances on quitting, 306.

Drainage is generally conducted by landlord finding tiles and tenant labour, 311——Custom of the country as between the outgoing and the incoming tenant, 313——Mode of payment for different crops, 315-319——Witness knows of no allowance having been made for guano, 327——It has been decided that there should be an allowance, but not yet settled by the valuers, 328——In the improvements made by witness, the assistance he has received from the landlord has been materials for building, 338——No allowance is made by custom on drainage, 342-347——When the farm was entered on in 1812, there was no custom as to payment for chalking, clay, or bone, 350——Value of oil-cake as a case of compensation of the same value on a grazing farm as on tilled land, 367-378——The customs explained by witness, as between landlord and tenant in Lincolnshire, have been in operation since 1826; 382——The improvements took place antecedent to the custom of payment, 383.

In Lincolnshire, on quitting a farm, the building of a threshing machine would belong to a landlord, the machinery to the tenant, 396——Compensation paid by incoming tenant to outgoing tenant, 398——The amount and value of oil-cake consumed is ascertained by producing the bills, when compensation is required, 401——Witness has clayed peat lands twice, and found great benefit from repeating the process, 407, 408——Mode of ascertaining the value of claying and boneing, for compensation, 425, 426——The customs described, apply to the Wold district of Lincolnshire, 427-447——In Lincolnshire, the custom of giving compensation for improvements, grew out of the improvements themselves, which the tenants made with confidence in the continuance of their holding; good husbandry depends upon security of tenure granted by lease or custom, 448-456.——Particulars of the agreement which witness has with his landlord, as to drainage, 457-465——Length of lease witness would consider a sufficient protection to a tenant, so as to place him pretty nearly upon equal ground, the same as if he had the protection of custom, 466-469.

Higgins, Henry. (Analysis of his Evidence.)—Practical farmer, residing in Hereford, cultivating above 870 acres, 5824, 5825——The time of entry upon farms in Herefordshire is chiefly Candlemas-day, the 2nd of February, 5826——The outgoing tenant receives nothing whatever from the incoming tenant; there are no acts of husbandry to be paid for, 5827, 5828——Explanation as to the arrangement that is made for giving up farms, 5829 *et seq.*——Witness would rather pay a fair sum out of hand to have a good farm in good condition than a starved farm, 5845-5863——The charge for improvements by tenant right would not have the effect of deterring competition in taking farms, 5864-5890.

The legalization of tenant right would encourage the farmers of Herefordshire to invest capital of their own on their land, 5891——Evidence as to the dilapidated state of many of the buildings on the farms in Herefordshire; they are most of them badly spouted; if the tenants put up spouts they cannot remove them; or at any rate, if they remove the spouts they cannot remove the brackets, which is a very expensive part of them, 5892-5899——There are many estates in Herefordshire which might be increased in value, by good farming and draining, to a maximum of thirty per cent., 5900-5965.

Witness would throw lime over three years, 5965, 5966——Guano he would not throw over so many years, it is not so permanent a manure; say two years, 5967, 5968——Bones he would give a longer time than guano; there would be a benefit of three years in bones, 5968, 5969——Period he would allow for cake, 5970-5982——Acts of husbandry for which, in witness's estimation, the outgoing tenant should have compensation; way in which the amount of compensation might be ascertained, 5983 *et seq.*

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Higgins, Henry. (Analysis of his Evidence)—*continued.*

What witness would recommend with respect to buildings would be, that at the time of the outgoing tenant leaving they should be taken by the landlord or by the incoming tenant at a valuation; if they had been up any number of years, they might still be of value to the incoming tenant, but would be of very little value to the outgoing tenant, to remove them, 6000–6017.

There are some wealthy men amongst the Herefordshire farmers, but, taking them as a body, they are not men of capital; still, generally speaking, they may be said to have got capital adequate to the improved system of management of husbandry, 6018, 6019 —— Herefordshire is a cider county; the fixtures for cider making, presses, and such things, generally belong to the landlord, 6020, 6021——If a tenant puts them up he has not the power of removing them; or at any rate only a screw; he could take a screw out; the machines used for making cider are usually fixtures, 6022–6028——It would be a benefit both to owners of land and occupiers of land that compensation, in the nature of improved tenant right, should be allowed; this might be satisfactorily done by agreements between landlord and tenant, 6029–6078——Evidence as to the course of cropping usually pursued in witness's neighbourhood, 6079–6107.

High Farming (Wilts). One of the impediments to high tillage is the condition in the leases to lay a certain portion of the land down towards the termination of the lease, *Chandler* 5431–5436——This might be prevented by law, or it might be done by special agreement, *ib.* 5431–5446.——*See* also *Farming. Leases.*

Holdings. The holdings in Essex are from Michaelmas to Michaelmas; periods at which the rents are payable; credit usually given, *Hutley* 2234–2240——The holdings in the East Riding of York are invariably Lady-day holdings, *Page* 2556——The holdings may be considered as Lady-day holdings; the rent is payable at Lady-day, *White* 2906–2908.

Holt, Lord. Lord Holt laid down the rule that the trading tenant, on grounds of public policy and expediency, ought to be favoured by the law, *Stewart* 7.

Houghton, John. (Analysis of his Evidence).—Land agent and occupier of land, residing near Sunninghill in Berkshire; occupies about 4,000 acres, in various counties, 4356–4358——Has improved the land he occupies in Berkshire very much, 4359 —— Part of the land he holds in Berkshire he holds on lease under a college; pays a fine every seven years, and a very small reserve rent, 4360——What witness complains of is, that when the fine comes round, at the end of the seven years, a great increase is put upon the improvements, 4360–4364. 4366, 4367——This is almost invariably the case on all college and Church property, 4361, 4362. 4366, 4367 —— What witness would wish for would be, either a power of redemption, or that the fine should be paid upon the average of a certain number of fines previously paid, 4368, 4369. 4402–4404.

Time of entry upon farms in Berkshire; acts of husbandry which the incoming tenant has to pay for; the outgoing tenant is not compensated for any kind of improvements, 4370–4392——Custom between the outgoing and incoming tenants in Surrey; Surrey is the most expensive county in England, 4393. 4405–4416. 4565——The customs in Buckinghamshire are very similar to those in Berkshire, 4394–4401——If facilities were given to tenants to carry out improvements, a considerable increase of employment of labourers would be the consequence, 4401*——In the counties of Sussex, Berks, Middlesex, and Bucks, with which counties witness is connected, the customs are very various, 4417.

Some places are much inferior to others in point of allowance; Middlesex, for instance; nature of the tenant right in Middlesex, 4418–4424——There are great difficulties in the way of the Legislature framing any compulsory enactments to legalize these great varieties of tenant right; still there are very hard cases; statement of a case in point, 4425. 4448——Way in which witness considers some legislative interference in the matter of improvements is necessary, 4425–4436. 4448. 4450–4456. 4481–4484 ——Great improvements are going on in Lincolnshire, where tenant right exists, without any compulsory law to make the landlords improve their property, and where all that is done is done by mutual agreement between the landlords and tenants, 4437–4447. 4548–4564.

The law should give a fee-simple landlord the power to bind his successor, 4449, 4450. 4457–4463. 4469–4484——Any law which might be made on the subject should override existing yearly agreements, but not over-ride existing leases, 4464–4468——Remedy witness would give the outgoing tenant, 4485–4495——Principle upon which the valuation should be made, 4496–4504——Power should be given to tenants to remove buildings put up by them, on quitting the farm, unless the landlord thinks right to pay for them, 4505–4507. 4511——The want of security is the great impediment to improvements, more so than the want of capital, 4510——Persons having limited estates in land, of whatever nature, should have power to give reasonable security for improvements, 4511, 4512——Principle upon which witness justifies the referring of improvement of agricultural land to some specified tribunal, 4513–4563.

Hudson, Mr., M.P. See *Improvements.*

Hughes, Edward Carter. (Analysis of his Evidence.)—Occupies between 400 and 500 acres of land, near Hythe, in Kent, 4620-4623——Custom between outgoing and incoming tenants in this part of the country, 4624-4627. 4645-4659——The time of entry is universally Michaelmas, 4624——The tenure is generally from year to year, 4625——Acts of husbandry which the incoming tenant pays for, 4626——The manure is considered the property of the landlord, *ib.*——The outgoing tenant receives no compensation for artificial food and artificial manure, 4628——Durable improvements, such as drainage and chalking, are frequently made, but entirely at the hazard of the tenant, 4629.

There is no security, of custom or of anything else, without there is a private agreement entered into between the landlord and tenant that compensation shall be allowed, 4629——There is very great room for drainage in witness's neighbourhood, 4630——Chalking is an improvement applicable to a very great extent; all the stiff lands are much benefited by chalking; expense of chalking, per acre, 4631-4635——It is a great hardship, and an injustice to the tenants, to have no security for their capital laid out in these improvements; instances in which such hardship has arisen, 4636-4641. 4660-4663.

It would be very desirable to give the tenant power, under proper security and regulation, to improve the buildings on his farm, 4642-4644——Custom of the country with reference to the manure on the farm, in the Weald of Kent, 4645-4654——When the tenant leaves the farm at Michaelmas, he is allowed the use of the barn to thrash out his corn for market, 4655-4659——What witness would suggest in the case of the outgoing tenant would be, that he should be secured upon the principle of the late Tenant Right Bill, before its modification last year; witness does not consider the present Bill at all equal to the circumstances, it does not go far enough, 4664-4726——Dilapidations should be made a set-off against improvements, 4727-4729——There is no doubt that agriculture has been, under existing circumstances, gradually progressing, 4732-4753.

Hutley, William. (Analysis of his Evidence.)—Farmer, residing at Witham, in Essex; occupies rather more than 1,500 acres; about 1,200 acres of it is under the plough; about 500 acres of it is his own property, 2086-2089——Quality of the soil; nature of the improvements witness has made in the land; great increase in the produce in consequence, 2090-2098——These improvements have been brought about by keeping a large quantity of stock, sowing the land with Italian grass, feeding it two years with oil-cake, and working it up for corn, 2091——It is very heavy tenacious clay; it is not drained, 2092, 2093——Buildings have been placed upon it suitable for the occupation, 2094, 2095.

Witness fattens from 90 to 100 beasts annually; fattens them upon mangel wurzel, Swede turnips, and oil-cake, 2099, 2100——Looks for a return for the oil-cake partly in the corn and partly in the increased value of the bullocks, 2101——Does not expect to be remunerated for the outlay for the cake in the improvement of the beasts only, 2102, 2103——Sheep pay better for the cake than bullocks, 2104——It is not usual in Essex to give compensation to the outgoing tenants for the purchase of artificial manure and food, 2104*-2115——This is a very great disadvantage to the cultivation of Essex generally; if landlords gave this compensation there would be much increase in the produce of meat and corn, 2116-2118——How far, and mode in which drainage is carried on in Essex, 2119-2121.

In cases where landlords cannot afford to drain the land, many tenants of capital would do so if they were encouraged by a system of general compensation for drainage, 2122——The recognition of a claim to compensation would greatly increase the employment of agricultural labourers, 2123-2127——There is no other custom of compensation in Essex for acts of husbandry between outgoing and incoming tenants than paying for the dung and fallows; way in which this is valued and ascertained, 2128, 2129. 2155-2164——Great advantages which would arise from good drainage in Essex, 2130-2133——The keeping of beasts is essential to high farming, 2134-2137——Advantages witness has derived from well chalking his land; there is no customary compensation for chalking; it would be advantageous if there were, 2138-2153.

The right of tenants to remove buildings put up by them would be a good regulation, 2154——Threshing machines, if not attached to the premises, belong to the tenant; if fixed, to the landlord, 2166-2176——The dung left on the farm ought to belong to the landlord without a tenant right, 2177, 2178——Witness has used a large quantity of star-fish; character of this manure, 2179, 2180——The effect of the oil-cake would last six years for the feeding off the land, 2181, 2182——Steam engines are beneficial on a farm, and ought to belong to the tenant, if put up by him, 2187, 2188——Under any circumstances, either with low or high prices, the only chance a man has to get money is by high farming; high farming is a great increase of employment for labour, 2189-2194——Nothing is so profitable as labour well applied, 2194.

Reasons why witness's feeling is in favour of occupation on lease; he would recommend a lease with tenant right, 2195-2205. 2216-2233——Landlords should have power to

Hutley, William. (Analysis of his Evidence)—*continued.*

to recover dilapidations against the outgoing tenant, 2206–2211——In the event of compensation under a lease, the amount of that compensation should be referred to arbitrators, 2212–2215——The holdings in Essex are from Michaelmas to Michaelmas; periods at which the rents are payable; credit usually given, 2234–2240——Case in point, showing the necessity for some protection for the tenant in the shape of a tenant-right, 2240. 2257–2261.

How far the system pursued in Essex is more favourable to the tenants on the large estates than on the small ones, 2241–2248——Practice of the landlords in Essex with respect to buildings, 2249–2256——Further evidence in favour of a lease, with tenant-right, 2262–2269. 2271–2275——Though a covenant for compensation might be inserted in a lease, an Act of Parliament would be more effectual, 2270. 2276 *et seq.*——Any law should be made retrospective, and override existing agreements, 2287–2308. 2311–2318.

I.

Improvements:

Generally.—In most cases the landlord and tenant are co-partners in capital expended on improvements, *Stewart* 118, 119——Difficulties of making any legislative enactment on the subject of improvements, *ib.* 161——The right of the tenant to improvements should be admitted, but there is great difficulty in arranging how that law is to be enforced, *ib.*——Improvements or alterations which should be made without the consent of the landlord, *Jonas* 1832–1835——The compensation for improvements should be proportionate to the increased value of the land, and not to the cost of the outlay for these improvements, *ib.* 1836–1843——It would be more expensive to the incoming tenant to take an exhausted farm and bring it into cultivation than to pay fair claims for improvements already existing, *Bennett* 1900——Any law which might be made on the subject ought not to affect those who have already gone into their farms, without making any compensation to the outgoing tenant for improvements, *ib.* 1993–2004——Any security given to the tenants for their outlay must give a stimulus to improvement, *Owen* 4599. 4604.

Cambridgeshire.—It is not general in Cambridgeshire to give any compensation to the tenant for improvement of the land, *Jonas* 1652. 1659.

Lincolnshire.—In Lincolnshire the custom of giving compensation for improvements grew out of the improvements themselves, which the tenants made with confidence in the continuance of their holdings, *Hesseltine* 448–456——Good husbandry depends upon security of tenure, granted by lease or custom, *ib.*——Witness is not aware of any case where a tenant in Lincolnshire has been put out of his farm by the landlord without allowance being made for improvements, *Beasley* 674–681.

Nottinghamshire.—Great improvements have been made in the western side of Nottinghamshire within witness's recollection, *Wilmot* 1020——A great part of it was covered with gorse and ling, and produced nothing, *ib.* 1021.

Yorkshire (East Riding).—The landlords generally have the means of carrying out drainage and other improvements necessary, but they have not all the inclination so to do, *Page* 2589, 2590——Those permanent improvements might be adopted to a very considerable extent, so as materially to increase the productiveness of the country, and the employment of agricultural labourers, *ib.* 2592——Chalking, and marling, and draining are generally done at the tenant's own risk, and not by agreement between the landlord and tenant, *ib.* 2602–2622——The Wold farmers generally show a disposition to improve the cultivation of the soil, *Legard* 7570——A barren tract of land stretching from the Humber northward, is capable of great improvement both by marling and draining, *ib.* 7636——Case on this barren land, where a property of about 800 acres, belonging to Mr. Denison, near Pocklington, has been improved; mode in which it has been carried out, *ib.* 7637——Mr. Maxwell and Mr. G. Hudson, M.P., have also improved a great deal of it, 7638–7640.

See also *Agreements. Arbitration. Bone Manure. Capital. Chalking. Claying. Compensation for Improvements. Dilapidations. Drainage. Farming. Fee-Simple Landlords. Landlords. Leases. Legislativ Interference. Produce. Tenant Right. Tenants for Life. Valuations.*

Incoming Tenants. In practice the compensation agreed to be paid by the landlord to the outgoing tenant, is paid by the incoming one, *Rep.* iv.

See also *Compensation for Improvement. Custom. Improvements. Leases. Legislative Interference. Outgoing Tenants. Recovery of Compensation. Tenant-Right. Unexhausted Improvements. Valuations.*

Insolvency of Tenants. Witness cannot conceive any case in which the land could be so deteriorated as not to leave sufficient property to pay the landlord, even in the event of the insolvency of the tenant, *Harvey* 1547, 1548.

Isle of Wight. See *Bone Manure. Buildings,* II. 8. *Drainage. Entry upon Farms. Farming. Guano. Marling. Valuations.*

J.

Jonas, Samuel. (Analysis of his Evidence.)—Practical farmer at Ickleton, in Cambridgeshire; holds above 2,000 acres, nearly the whole of which is under the plough, 1626–1628 ——Obtained the prize for the best report on the farming of Cambridge, from the Royal Agricultural Society; has also been an active member of the council of this Society, 1629–1632——Nature of the soil of witness's farm; amount of stock kept; number of beasts and sheep fatted during the year, 1633–1638——Witness purchases a considerable quantity of artificial food; weekly expenditure for artificial food, 1637–1643——Owing to the purchase of this artificial food, there is a loss of about 2*l.* per head in the proceeds of the sale of the fat beasts, 1644, 1645——How far this is the case as regards the sheep, 1646, 1647.

Witness farms his land under a lease, 1648——Has no compensation for improvements under that lease, 1649——If witness doubted the renewal of the lease, he would certainly cease to purchase cake during the last three or four years of his lease, and would, in his own defence, allow the land to return to the unproductive state in which he found it, 1650, 1651. 1655–1658——It is not general in Cambridgeshire to give any compensation to the tenant for improvement of the land, 1652. 1659——There is no practice of compensating the tenant for drainage, unless there is some agreement made; allowance which is then usually made for drainage, 1659, 1660.

The tenure of land in Cambridgeshire is both by lease and yearly tenure, 1661——Difference in the cultivation of farms under lease and under yearly tenure, 1662——Generally speaking the lands held on a yearly tenure are badly cultivated, *ib.*——The land held on lease is also very often badly cultivated during the latter part of the lease, on account of the insecurity felt by the tenant as to the renewal of the lease, 1663, 1664——No advantage would be derived from an accordance by the landlords to the tenants of a tenant-right for improvements, 1665, 1666——Witness would rather pay the outgoing tenant for the benefit of the artificial manure he had put into the soil, than have to bring it into condition himself, 1666–1669——The sum paid for improving a farm, in the absence of tenant-right, would more than counterbalance the sum that the outgoing tenant would be entitled to from the incoming tenant, when there was a tenant-right, 1670.

Great improvements of which the cultivation of the land in Cambridgeshire is capable; the lands are badly farmed and badly drained, especially in the western parts of the county, 1671–1675——Such improvements would tend not only to a greater security in the production of food, but a greater and increased employment of agricultural labourers, 1676——There is no difficulty in the county of Cambridge in the way of the tenant by lease securing such a tenant-right as he thinks just according to the system he farms on; in some cases a landlord in fee-simple is unwilling to grant leases, 1744–1753——Evidence to show that the subject of tenant-right is a subject which the Legislature could, and ought, to legislate upon, 1754–1774.

Further evidence to show that witness makes a loss by fatting beasts, though the benefit is afterwards reaped in the good they do to the land, 1775–1797——The object which witness chiefly contemplates in advocating some law to give the tenants additional security for their capital, is with a view to the national advantage, 1809–1819——There is no doubt that the agriculture of the country has improved of late years, notwithstanding the drawbacks which have existed and the disadvantages connected with the tenure of land, 1819*–1823——What witness would like to see would be, that there should be certain means of facilitating the security of the capital expended in improvements by the tenant, and that the same means should apply to the recovery of compensation for the dilapidations by the landlord, when such dilapidations shall have accrued under tenantry, 1824, 1825.

Improvements or alterations which should be done without the consent of the landlord, 1832–1835——The compensation for improvements should be proportionate to the increased value of the land, and not to the cost of the outlay for these improvements, 1836–1843——In witness's opinion, a law ought to be made to override private agreements, 1844–1847——It would be better for both parties that leases should be renewed four years before their expiration, 1849–1861——Valuation in Cambridgeshire between the incoming and the outgoing tenant, 1862–1866——There is no difficulty in a tenant making an agreement for tenant-right for improvements with the fee-simple landlord, 1871–1874.

K.

Kent. Witness has been acquainted with the Weald of Kent twenty years; there has not been much difference in the custom during that period, *Hatch* 3998, 3999——It is in consequence of this custom, that from being one of the worst farmed districts that witness knows of anywhere, it is now getting to be one of the best, *ib.* 3999-4012.

See also *Agriculture. Artificial Manures. Chalking. Drainage. Entry upon Farms. Farming. Fallows. Hedges. Liming. Manures. Oil-Cake. Underwood. Valuations. Yearly Tenancies.*

Kersey, Henry. (Analysis of his Evidence.)—Land agent for Mr. Tollemache, Member for Cheshire, on his property in Suffolk, containing about 8,000 acres, 3129, 3130——There are between forty and fifty farming tenants on the property, 3131——Since 1840, Mr. Tollemache has introduced the system of giving to his tenants tenant-right for improvements, 3132——He compensates for draining, chalking, and claying, and for all other unexhausted improvements, 3133——Part of the farms are held on lease, and part by yearly agreement; they can all have leases if they please, but many prefer holding from year to year, 3134, 3135——Explanation relative to the compensation given for drainage; principle upon which such compensation is given, 3136-3146.

Way in which the system of chalking is carried out, and principle upon which compensation is given, 3147-3156——Also with respect to claying, 3157-3168——Nature of the compensation allowed for buildings, 3169-3175——Way in which the tenants are compensated for the purchase of artificial food for their cattle, 3175-3184——Rape-cake is the only artificial manure used; bones have been tried, but have not been found to answer, 3185-3190——The landlord's previous consent for improvements is not required; it has been generally found that the tenants have exercised prudent judgment upon the subject, 3191-3193——The good effect of this compensation for improvement has shown itself equally upon the farms held on lease as on those held from year to year; the length of lease is usually twelve years, 3194-3198.

On the whole, the system of compensation pursued has answered by improving the condition of Mr. Tollemache's property, 3198——Before 1840 there were no compensations given; terms of holding at, and previous to, that period, 3199-3204——General custom in Suffolk between outgoing and incoming tenants; acts of husbandry and crops, &c. which are paid for; ordinary periods of taking and quittings; the amount to be paid is settled by valuation; the principle as well as the amount to be paid is left to the arbitrator, 3205-3265——The land in Suffolk is, generally speaking, very well cultivated, 3266-3269——At the time the system of compensation was first adopted by Mr. Tollemache there was no agreement as to increase of rent, 3270-3272.

It is witness's opinion that there would be a disposition on the part of the tenants generally to submit to an increase of rent in consideration of the prospect of compensation, 3273-3289——As a general rule it would not be so desirable that the landlord should carry out the improvements, such as drainage, &c., and charge a per-centage thereon, as that the tenant should do it and receive compensation, 3290-3309——Witness has had farms to let since these operations came into force; he has not found that the incoming tenants have had any objection to pay for the improvements, 3310-3314——Evidence as to the mode in which the valuations for improvements are carried out, 3315-3326—— On farms of about 150 acres the gross amount of valuation between the outgoing and incoming tenant has usually been between 40 *s.* and 50 *s.* an acre, 3327-3343.

Kilby, George. (Analysis of his Evidence.)—Tenant farmer; farms about 260 acres in the county of Leicester, half-way between Leicester and Melton Mowbray, 3751-3753——The time of entry upon farms in Leicestershire is usually Lady-day, 3754——The succeeding wheat crop is valued to the incoming tenant, 3755——He does not pay anything for the turnip crop that is not fed off, 3756——The dung belongs to the landlord, 3757——Witness is not aware that there is any compensation to the outgoing tenant for any improvements that he may have made, 3758.

In consequence of there not being compensation the capabilities of the soil are not developed in the way that they would be if there were compensation allowed, 3759-3772. 3777-3803. 3881-3887——There is great difficulty in Leicestershire with respect to buildings; if the tenant should choose to erect buildings, he ought to have the power of taking them away, provided the landlord would not take them at a valuation, 3773, 3774——The six months' notice to the tenant to quit should be extended to twelve months; in large farms it might be extended to two years, with advantage both to the landlord and tenant, 3775, 3776. 3839-3851.

The farm buildings in Leicestershire are very bad indeed, 3804——In Leicestershire there is no allowance according to the custom of the country, except for the simple seed and labour, 3805-3816——The necessary outlay upon a farm in Leicestershire of from 200 to 300 acres, in the shape of farm buildings, such as barns and so forth, would be about one-tenth of the value of the land, 3817-3819——The amount now expended on

Kilby, George. (Analysis of his Evidence)—*continued.*

the land in the grazing districts of Leicestershire in the shape of labour is very trifling indeed, 3820–3838——The farms are mostly held at will, 3839.

There would be great difficulty in introducing clauses into the agreements to secure a proper tenant-right; the landlords would not agree to it; it would be very advantageous that this should be settled by law, 3852–3856——Covenants witness would recommend if this subject should be legislated upon, 3857 *et seq.*——For all draining the tenant does he ought to receive compensation; the number of years it should run over must of course depend upon the mode in which it is done, 3859–3864——Way in which the drainage is done in witness's neighbourhood, 3859.

Covenants for compensation should extend to the use of some kinds of food, such as oil-cake for stock, and to manure and lime, 3865, 3866——Compensation which should be made for oil-cake, 3867–3870——And for lime, 3871–3873——Witness's reason for suggesting that these things should be settled by law is, that he does not think they are likely to be settled by agreement between the landlord and tenant, 3874–3878——The remedy against the landlord might be secured to the tenant by law, the same as other matters are, 3878–3880——With respect to the breaking up of grass lands, it might be left to the parties to settle it amongst themselves, although it has been latterly made a matter of law, 3881–3896.

Notice ought at all times to be given to the landlord in the event of any contemplated improvements, and a mutual understanding come to, 3897——No law could be passed to make the landlord pay for any sort of improvements that the tenant might take it into his head to do, 3897–3907——Difficulties in the way of legislating as regards compensation for draining; also difficulties in the way of legislating on the subject of compensation generally; although if it could be done, witness would like to see it carried out, 3908–3931——The outgoing tenant ought to be paid for the manure if made with artificial food, 3932–3935——Tenants would erect more useful buildings than they now do if they had the power of taking them away, or if the landlord would take them at a valuation, 3936, 3937.

L.

Labour. Nothing is so profitable as labour well applied, *Hutley* 2194——The amount now expended on the land in the grazing districts of Leicestershire in the shape of labour is very trifling indeed, *Kilby* 3820–3838.

Labourers. See *Employment of Labourers.* *Tenant Right.*

Lancashire. Statement of the customs between the outgoing and incoming tenants in Lancashire; they are very limited indeed, *White* 2905.

See also *Buildings,* II. 10. *Bone Manure.* *Drainage.* *Thrashing Machines.* *Yearly Tenancies.*

Landlords. If an insolvent landlord sold an estate although there was an agreement between the tenant and owner, the tenant would have no remedy whatever, *Stewart* 173——The contract would be a personal contract, and would not pass with the land, *ib.* 174–177—— If legislation be attempted on the subject of permanent improvements, it should be accompanied by remedies in favour of the landlord as well as of the tenant, *ib.* 191——Reasons for forming the opinion that a tenant-right would be of advantage to landlords in general, *Cooper* 1580, 1581——Any tenant being about to lay out a large sum of money in drainage, or any permanent improvement, should give notice to his landlord, *Outhwaite* 2876–2887; *Ramsay* 3702–3709; *Kilby* 3897——No law could be passed to make the landlord pay for any sort of improvements that the tenant might take it into his head to do, *Kilby* 3897–3907——How far in all extensive alterations or improvements the landlord should have the power of over-ruling them, *Hatch* 4043, 4044——The landlords do not see their own interests to induce them to grant compensation for improvements so generally as they ought to do, *ib.* 4069.

In Suffolk, the landlords' previous consent for improvements is not required; it has been generally found that the tenants have exercised prudent judgment upon the subject, *Kersey* 3191–3193——As a general rule it would not be so desirable that the landlord should carry out the improvements, such as drainage, &c., and charge a per-centage thereon, as that the tenant should do it and receive compensation, *ib.* 3290–3309——How far the Northamptonshire landlords afford encouragement to their tenants to improve; they give them tiles for drainage, and give them good buildings, *Shaw* 3365–3380.

The tenant-right for unexhausted improvements carried out in the mode proposed by witness would be a good thing for the landlord as well as the tenant, *Woodward* 6447——Still witness does not think that these arrangements could be well made, even if both parties were agreeable, by agreement between the parties, *ib.* 6447–6451——There is no reasonable prospect of these agreements being arrived at without some interposition on the part of the Legislature, *Landlords*—continued.

Legislature, *Woodward* 6452-6458——Witness objects to a compulsory Act of Parliament, as putting the landlord too much in the hands of his tenant, *ib.* 6990, 6991.

See also *Agreements,* I. *Bone Manure. Buildings,* I. *Compensation for Improvements. Dilapidations. Drainage. Ejectment. Farming. Fee Simple Landlords. Fixtures. Improvements. Leases. Legislative Interference. Limited Interests in Land. Machinery. Notices to Landlords. Recovery of Compensation. Rents. Repairs. Steam Engines. Tenant Right. Tenants for Life. Thrashing Machines. Valuations.*

Lattimore, Charles Higby. (Analysis of his Evidence.)—Practical farmer, residing at Wheathampstead-place, near St. Albans, Herts, 2393——Yearly tenures are the rule in Hertfordshire; leases are the exception, 2394——Custom in Herts as to the entry and quitting of farms as regards acts of husbandry, 2395-2403——Evidence as to the landlord's claims for dilapidations, 2404, 2405. 2407-2409——The tenant has no legal claim for compensation for improvements, 2406-2411——Great difference in the cultivation of the land which is held under lease and that which is held under yearly tenancy, 2412——Besides the arrangement based upon the custom of the country between outgoing and incoming tenants, there have been instances in which agreements for compensation have been given, which have been repudiated afterwards in a legal sense; nature of these agreements, 2413-2418.

Witness holds under a twenty-one years' lease; extent to which he has improved his farm in consequence; he would not have felt justified in carryng out this high farming on a yearly agreement without compensation for improvements, 2419-2436——The produce of the land and the employment of the labourers in Hertfordshire generally would be improved, if the right of the tenant to compensation were legalised, 2437-2443——Evidence to show that there would not be the least difficulty in making an arrangement between the outgoing and incoming tenants as to compensation for improvements, 2444-2458.

The custom of Hertfordshire is not extended to compensation for drainage, 2459——Instances in which agreements for compensation have been repudiated by the landlords, 2460-2472——There is a necessity for urging facilities to recover compensation under agreements; the law should be simple and distinct, 2473-2489——Claims for dilapidation should be put under the same category; equal justice to both parties is all witness asks for, 2489, 2490.

If the law were simple and clear, so little reference to the law would then be called for, that the judge of the county court would be sufficient, and it would be a less expensive process too, 2491-2493. 2497-2506——As regards covenants for improvements, the agricultural tenant has no remedy by the covenants of the lease against his landlord, 2507-2511——An arbitrator appointed under the authority of an Act of Parliament would be more easily compelled to act than an arbitrator appointed under special agreement, 2512-2524.

Proposition as to the mode of recovering the money in an award made under an Act of Parliament, 2525, 2526——The remedy should be against the estate, the incoming tenant would have to settle it, but the remedy should be against the estate; 2527-2529——The debt should be recovered in the same way as other debts are recovered; it would be a question of simple debt, 2530-2542——Witness is content with the security he has under his twenty-one years' lease, but not to farm it as he does now at the end of the lease, 2543.

There is now no recognition of security, and as the landlord gives nothing at the end of the lease, two-thirds of the time of the lease are occupied in getting the land into good condition, and the last part of it is occupied in getting it out again, 2543——So that not more than one-third of the time, even under leases, is the land farmed in the highest way, *ib.*——This is a great loss to the country, and must be a serious drawback to the labourers, 2543-2545.

Compensation never will be satisfactorily settled by private agreement, 2545-2547——In point of law, owners of settled estates are unable to make agreements to bind their successors in possession of the land, unless it corresponds with the custom of the country, 2548——Witness knows of cases where leases have been peremptorily refused by landlords; all that is wanted is security to the tenant; witness hopes to see this part of the law amended, *ib.*

LEASES:

I. *Suggestions and Opinions on the Subject of Leases; proposed Length thereof:*

1. Generally.
2. Opinion in favour of Leases with Tenant Right.
3. Opinions in favour of Yearly Holdings with Tenant Right.
4. Objections to Leases.
5. How far any Legislative Enactment on the Subject of Tenant Right should interfere with existing Leases or Agreements.
6. Suggestions as to the Renewal of Leases.

LEASES—continued.

II. *Evidence relative to Leases in various Counties:*

1. Bedfordshire.
2. Cambridgeshire.
3. Derbyshire.
4. Hertfordshire.
5. Lincolnshire.
6. Northumberland.
7. Nottinghamshire.
8. Staffordshire.
9. Warwickshire.
10. Wiltshire.

I. *Suggestions and Opinions on the Subject of Leases; proposed Length thereof:*

1. Generally:

Length of lease witness would consider a sufficient protection to a tenant, so as to place him pretty nearly upon equal ground, the same as if he had the protection of custom, *Hesseltine* 466–469——It would be imprudent on the part of landlords to grant leases to tenants with deficient capital, *Stokes* 853, 854——Lands are held in England either by lease, or agreement for a lease, which is tantamount to it, or an agreement operating merely as a taking from year to year, in the shape of a running lease, *Wren-Hoskyns* 864, 865——In some cases a landlord in fee-simple is unwilling to grant leases, *Jonas* 1746–1753.

2. Opinion in favour of Leases with Tenant Right:

In the case of leases, the tenant right is particularly necessary for the protection of the landlord more even than that of the tenant, *Harvey* 1368–1370——Witness would prefer a lease with tenant right attached, a lease which would induce the tenant to keep the farm in a proper state of cultivation, *Cooper* 1591–1625——In many cases tenant right, in the nature of compensation for improvements, is necessary in addition to a lease; it must also be advantageous to the landlord and the incoming tenant, *Bennett* 1898–1900——Reasons why witness's feeling is in favour of occupation on lease; he would recommend a lease with tenant right, *Hutley* 2195–2205. 2262–2269. 2271–2275——Witness would prefer a twenty-one years' lease; how far such lease would be advantageous generally to tenants and landlords, *ib.* 2216–2233——Reasons why witness considers leases imperfect without a tenant right for compensation at the conclusion of them, *Shaw* 3360.

Witness holds under a twenty-one years' lease; extent to which he has improved his farm; he would not have felt justified in carrying out this high farming on a yearly agreement without compensation for improvements, *Lattimore* 2419–2436——A lease with a tenant right at the end of it would be a very desirable arrangement, *Ramsay* 3526–3530——In long leases there would be no difficulty in securing a proper tenant right, if both landlord and tenant were willing to agree to it; how far there might be any difficulty in the case of short leases or yearly holdings, *ib.* 3639–3681——Generally speaking a tenant right would be a better mode of cultivation for the country than the granting of a lease, though witness individually would prefer a twenty-one years' lease, *Woodward* 6467.

3. Opinions in favour of Yearly Holdings with Tenant Right:

Witness would prefer a yearly holding with a tenant right to a lease, *Shaw* 3361–3364——The farmers in Worcestershire would not care about long leases if they had tenant right, *Woodward* 6351–6353. 6355–6359——Since the repeal of the corn laws they have misgivings as to binding themselves by long leases, *ib.* 6354.

4. Objections to Leases:

Three-fourths of the farms in Lincolnshire are farmed without any lease or agreement, the custom of the country being so well ascertained and understood and universally agreed to, *Beasley* 575, 576——Reasons why witness objects to leases, *ib.* 605–610——This feeling is general in Lincolnshire, *ib.* 605–613. 630–633. 636–638——Evidence as to the existing indisposition to take leases, and as to the causes thereof, *Bennett* 1974–1984.

5. How far any Legislative Enactment on the subject of Tenant Right should interfere with existing Leases or Agreements:

Any law which may be made in the subject of tenant right should override existing yearly agreements, but not existing leases, *Houghton* 4464–4468——Any law on the subject of tenant right should not override existing leases or agreements, *Owen*, 4606–4608——In witness's views of tenant right he does not wish to interfere with existing leases, *Woodward* 6372–6382.

6. Suggestions as to the Renewal of Leases:

Difference in the cultivation of farms in Cambridgeshire under a lease and under yearly tenure; *Jonas* 1662——The land held on lease is very often badly cultivated during the latter part of the lease, on account of the insecurity felt by the tenant as to the renewal of the lease, *ib.* 1663, 1664——It would be better for both parties that leases should be renewed four years before their expiration, *ib.* 1849–1861——It would be advantageous to both parties if leases were renewed four years before their expiration; there is legal difficulty in the way of so doing, but this might be got rid of, *Bennett* 1900–1903.

LEASES—continued.

II. *Evidence relative to Leases in various Counties:*

1. Bedfordshire:

Some of the large landowners in Bedfordshire grant leases as a protection to good farming, but leases are not at all general, *Bennett* 1897——There have been great impediments lately with regard to the taking of leases, independently of the indisposition to grant them, *ib.* 1909——The uncertainty with regard to the constant alterations of the corn laws has been one cause of this, *ib.*——The preservation of game has also been a cause for demur on the part of persons taking long leases, *ib.* 1909, 1910.

2. Cambridgeshire:

There is no difficulty in the county of Cambridge in the way of the tenant by lease securing such a tenant right as he thinks just according to the system he farms on, *Jonas* 1744-1746.

3. Derbyshire:

Leases are seldom granted in Derbyshire, *Wilmot* 1170.

4. Hertfordshire:

Great difference in the cultivation of the land which is held under lease and that which is held under yearly tenancy, *Lattimore* 2412. 2494-2496——Witness is content with the security he has under his twenty-one years' lease, but not to farm it as he does now at the end of the lease, *ib.* 2543——There is now no recognition of security, and as the landlord gives nothing at the end of the lease, two-thirds of the time of the lease are occupied in getting the land into good condition, and the last part is occupied in getting it out again, *ib.*——So that not more than one-third of the time, even under leases, is the land farmed in the highest way, *ib.*——This is a great loss to the country, and must be a serious drawback to the labourers, *ib.* 2543-2545.

5. Lincolnshire:

A greater portion of the farms in Lincolnshire are held by yearly tenancy, *Parkinson* 7347——Witness is not at all aware that there is any general desire on the part of the tenants to have leases, *ib.* 7348.

6. Northumberland:

In the county of Northumberland the land is usually held on lease, more so than in any other county; the usual length of the lease is twenty-one years, *Ramsay* 3533. 3534——As far as the last four years of the lease go, a tenant right for improvements is a necessary addition to the lease, in order to secure the landlord as well as the tenant, besides keeping up the productive power of the soil, *ib.* 3535-3542——Common course of proceeding between the landlord and tenant when the lease is about to terminate; leases are in most instances renewed from time to time, and therefore the question as to compensation does not arise, *ib.* 3573-3579.

7. Nottinghamshire:

There are no leases in witness's neighbourhood in South Nottinghamshire, *Stokes* 730, 731——The general feeling in the part of the county with which witness is acquainted is unfavourable to leases; reasons for this; parties would prefer the tenant right to the lease, *ib.* 828-841.

8. Staffordshire:

Leases are not prevalent in Staffordshire, *Chawner* 2338-2345.

9. Warwickshire:

In witness's neighbourhood leases are very rare, *Swinnerton* 5608. 5691.

10. Wiltshire:

The usual tenure of land in Wilts is a lease for eight years, *Chandler* 5359, 5360——This tenure does not secure the land being returned to the landlord in so highly a productive state as it would be if the term were longer, *ib.* 5361, 5362.

See also *Agreements. Compensation for Improvements,* I. *Improvements. Legislative Interference. Yearly Tenancies.*

Legard, George. (Analysis of his Evidence.)—Holds two farms of about 1,400 acres in the East Riding of Yorkshire, under two landlords, 7554-7557——Witness wrote an essay for a prize given by the Royal Agricultural Society, and obtained the prize this year; it applied to the East Riding of Yorkshire, 7558-7560——Witness holds both his farms upon yearly tenancy; considers that generally farms in the East Riding are let upon terms satisfactory to the tenants, 7561, 7562——Description of the mode of occupation, 7563——As far as the Wolds are concerned, the farming in the East Riding may be said generally to be good, and of high character, 7564-7569.

The

Legard George. (Analysis of his Evidence)—*continued.*

The Wold farmers generally show a disposition to improve the cultivation of the soil, 7570——Custom of entry as to tenant right, 7571 *et seq.*——The outgoing tenant is only paid for the manure, 7571-7573. 7576–7579——He is not allowed for bones, 7574. 7591, 7592——Of late years there has been some compensation introduced into the agreements for cake, 7575. 7590. 7651——It is not necessary that a legislative enactment should take place to regulate tenant right, 7580–7589. 7603——The away-going crop system is capable of being adapted to progressive improvement in agriculture, 7593. 7665 *et seq.*——There has been some chalking on the Wolds, and it has been exceedingly beneficial, 7594–7596. 7604–7614. 7644–7650——On the Wolds in the East Riding, the farm buildings are pretty good, not very good, 7597——Improvements ought to be made in them, and have been made from time to time, mostly by the tenants, 7597——It would be an advantage if the tenant had the power of taking the buildings, if, on quitting, the landlord would not take them, 7598–7602——The increase of the use of cake would be beneficial to the Wold farmers; there is some degree of neglect in making manures on the Wolds, 7615–7620——The Holderness side of the East Riding has been pretty generally drained within the last ten years; still there is a great deal remaining that would be improved by draining, 7621–7631.

In a part of the Holderness district they go upon the antiquated and bad system of the three-shift course, two corn crops, and a fallow, 7632–7634——There is a long narrow tract of land stretching from the Humber northward, which is very sandy and barren, 7635——This land is capable of great improvement both by marling and draining, 7636——Case on this barren land, where a property of about 800 acres belonging to Mr. Denison near Pocklington has been improved; mode in which this has been carried out, 7637——Mr. Maxwell and Mr. G. Hudson, M. P., have also improved a great deal of it, 7638–7640——Specific nature of witness's objection to any legislation on the subject of tenant right, 7641–7650. 7665–7681——Evidence as to the period at which the allowance for oil-cake arose in witness's district; Sir Tatton Sykes was the first person who introduced it, 7651–7664.

LEGISLATIVE INTERFERENCE:

1. *Opinions in favour of Legislative Interference on the subject of Tenant Right.*
2. *Suggestions as to the mode in which the Legislature might interfere.*
3. *How far any Legislative Enactment should be compulsory and retrospective.*
4. *Objections to Legislative interference in the Matter.*

1. *Opinions in favour in Legislative Interference on the subject of Tenant Right:*

Both landlords and tenants are perfectly satisfied with the allowances now made in Lincolnshire, *Beasley* 535, 536——Still the tenantry would be glad to have the custom which prevails secured to them by an Act of the Legislature, *ib.* 537–539. 555 *et seq.*——Reasons why witness would like some legislation respecting tenant right, although improvements do go on under the usual tenancy and agreements without legislation, *ib.* 596–610——Evidence to show that the subject of tenant right is a subject which the Legislature could and ought to legislate upon, *Jonas* 1754–1774——The object which witness chiefly contemplates in advocating some law to give the tenants additional security for their capital is with a view to the national advantage, *ib.* 1809–1819.

Though a covenant for compensation might be inserted in a lease, an Act of Parliament would be more effectual, *Hutley* 2270. 2276 *et seq.*——It will most probably be a very long time before parties can be induced to insert provisions for compensation unless the Legislature pass some measure to induce them to do so, *Page* 2636–2638——Witness fears that tenant right could not be carried out without legislative interference, *Outhwaite* 2739–2741. 2766 *et seq.*; 2819–2821. 2838–2843——There would be no difficulty in a tenant securing himself by agreement, if the landlord were willing and had the power to grant it; still witness would rather that it should be laid down by law, *ib.* 2766-2769——Advantage there would be in a legal tenant right over a tenant right with an agreement, *Shaw* 3425–3435——Principle upon which witness justifies the referring of improvement of agricultural land to some specified tribunal, *Houghton* 4513–4563——Witness is aware that there is great difficulty in legislating upon the subject of tenant right, still, if practicable, he would like to see some law made, *Owen* 4605–4619.

Great improvements would be made if the Legislature were to give compensation to tenants for improvements, *Chandler* 5357——There has been very great progressive improvement in the cultivation of Wiltshire during the last ten or fifteen years; this has gone on without any protection, except what the tenant and landlord make by private agreement, *Legislative Interference*—continued.

1. *Opinions in favour of Legislative Interference, &c.*—continued.

agreement, *Chandler* 5447–5454——Reasons why witness, however, objects to the continuance of this system, and is in favour of legislative interference, *ib.* 5454–5459. 5468–5484——It is absolutely necessary that the tenant right should be given by legislative interference; how far voluntary tenant right is creeping into Warwickshire, *Swinnerton* 5679–5690——Difficulty of carrying out any system of compensation by private agreement, therefore witness would rather see it done by legislative enactment, *Waterson* 5737–5756——Witness is in favour of the system of tenant right being carried out by legislative enactment, still the same details would not suit every estate, *Trethewy* 6552*–6566——If a liberal tenant right could be introduced without the interference of the Legislature, it should be done; but if it cannot be done without it, it should be done with it, *German* 7800, 7801. 7822*. 7830.

2. *Suggestions as to the Mode in which the Legislature might interfere:*

How far witness would wish for the interference of the Legislature in respect of the rights of tenants, *Stokes* 701–708. 713——The Legislature should give the tenant a power of claiming compensation so far as he has a right to receive it, *ib.*—704. 714–717——They cannot do more than give one general clause allowing agreements between landlords and tenants to be made according to the different class of soils occupied in different parts of the country, *ib.* 705——Way in which, by legislative enactment, the existing relations between incoming and outgoing tenants, as regards agricultural improvements, might be amended, *Wren-Hoskyns* 893 *et seq.*——If witness has his tenant right he would not care whether he had it from special agreement or by an act of the Legislature, *Harvey* 1460–1469——All the Legislature has to do is to admit the principle and the right of the tenants to receive compensation, without going into the details; this might be left to the valuators, *Bennett* 2035–2041. 2049–2085——Witness does not see any harm in the Legislature making a provision, under proper restrictions, to interfere with the general arrangements between landlord and tenant, *Beman* 4313——Points in which witness considers the interference of Parliament is necessary in the matter of improvements, *Houghton* 4425–4436. 4448. 4450–4456. 4481–4484.

3. *How far any Legislative Enactment should be compulsory and retrospective:*

Extent to which any law on the subject of tenant right should be made compulsory, *Chawner* 2380–2382——Any law should apply to existing agreements, otherwise the tenants would be no better off than if there were no such law, *Page* 2639–2644——Compensation should be effected by legislation, rather than by private agreements; any law on the subject ought, however, only to be prospective, *ib.* 2663–2665——The law, as witness proposes it, should not override existing agreements, *ib.* 2677–2688——Way in which witness would suggest that the law should be framed; it should override all existing agreements, if only from year to year, *Outhwaite* 2766–2813. 2888–2895——In witness's opinion, legislation is necessary, but ought to be prospective; the law ought not to interfere with existing leases, *White* 2989–2994——Any legislative enactment should not be retrospective in its operation, but it should be compulsory, *Pinches* 6733–6735.

4. *Objections to Legislative Interference in the Matter:*

Any attempt to make the general introduction of the system of compensation for improvements compulsory would be met by great practical difficulties, *Rep.* iv——It is highly important that all difficulties should be removed which stand in the way of its extension, by the voluntary act of landlords and tenants, *ib.*——Difficulty of making a tenant right to suit all lands; one great difficulty is in the valuer, *Wilmot* 1131, 1132——Difficulty of legislating on the subject of tenant right; it is best for the tenants to look after their own interests, and settle these matters by agreement; some enactment might perhaps be made as regards buildings, *ib.* 1183–1187. 1235–1251. 1262–1275——Difficulties in the way of legislating as regards compensation for draining; also difficulties in the way of legislating on the subject of compensation generally, although if it could be done, witness would like to see it carried out, *Kilby* 3908–3931——Witness does not see his way to any compulsory enactment with respect to tenant right, *Hatch* 4029——Witness cannot understand any law to compel compensation, *Mogg* 6194–6206.

Objection to any compulsory enactment to carry out the principles of tenant right, *Gibbons* 6892——Reasons why witness objects to tenant right being enforced by law, *ib.* 6918–6955——Witness sees great difficulties about any compulsory legislative enactment upon the subject of tenant right, rather than being opposed to it, *Boniface* 7013——These difficulties apply both to acts of husbandry and to acts of improvement on the farm, *ib.* 7038——Witness would be afraid of any general laws of compensation being laid down, *ib.* 7039–7061——The generality of the farmers in Sussex are not in favour of any such legislative enactment; the existing tenant right in Sussex has a sufficiently good effect, *ib.* 7062–7072.

Any legislative interference to define or secure or to enlarge the custom and the compensation under it, as it at present exists in Lincolnshire, would do a great deal of mischief, *Legislative Interference*—continued.

4. *Objections to Legislative Interference, &c.*—continued.

chief, *Brown* 7176–7179. 7186–7190. 7193–7219——Witness's opinion as an agriculturist is, that customs of this kind will spring up upon agriculture being practically improved, *ib.* 7220, 7221——Witness has paid considerable attention to the question of agricultural custom as it exists, and has also considered the propriety of legislative enactment upon the subject as regards the existing custom, its alteration, or its extension, *Neville* 7242——As far as witness's experience goes, he does not think it desirable that the Legislature should interfere in the matter, *ib.* 7244–7247——What witness objects to is the extension of legislative interference as to the valuation of improvements, or to a system by which that valuation shall be ascertained and enforced, *ib.* 7266——Supposing the principle of compulsory adjustment were adopted with respect to agriculture, there is no reason why it should not be extended to other trades and other property engaged in it, *ib.* 7266–7272——The general custom of the country in Lincolnshire will so operate as to establish the custom in favour of the tenants without legislative interference, *ib.* 7288–7293.

It is not necessary that a legislative enactment should take place to regulate tenant right, *Legard* 7580–7589. 7603——Specific nature of witness's objections to legislation on the subject of tenant right, *ib.* 7641–7650. 7665–7681——Objection witness has to the interference of the Legislature between landlord and tenant; such interference is not generally wished for in the country, *Loft* 7748–7756——The tenants were anxious for it at first, but second considerations have driven away that anxiety entirely, *ib.* 7748–7759——Witness has made it his business, in holding his audits in the county of Surrey, to inquire whether the tenants are aware that a legislative enactment on the subject is in contemplation, *Clutton* 7880——One in twenty is not aware of it, even large occupiers not far from London; they appear to witness to be wholly indifferent about it, *ib.*——It is wholly unnecessary that the Legislature should step in to make any fixed principle upon which these matters should be allowed, *ib.* 7895–7899——As a landlord, witness would consider it very extraordinary, and, as a tenant, very unnecessary, *ib.*

See also *Agreements*, I. *Arbitration, Court of. Buildings. Compensation for Improvements. Cultivation. Custom. Dilapidations. Drainage. Improvements. Landlords. Leases. Occupiers. Rents. Tenant Right. Tenant Right Bill.*

Leicestershire. See *Buildings*, II. 11. *Drainage. Entry upon Farms. Valuation. Yearly Tenancies.*

Liming:

Generally.—Five years' value should be allowed for lime, *Stokes* 799–807——There is nothing to prevent parties securing to themselves by private agreement the advantages of the five years for lime, *ib.* 822–827——Compensation which should be made for lime, *Kilby* 3871–3873——It would be fair that the incoming tenant should pay the outgoing tenant for liming and chalking; scale of remuneration proposed, *Chandler* 5378–5384——Witness would throw lime over three years, *Higgins* 5965, 5966.

Derbyshire.—There is a small allowance for lime, *Rowley* 6873.

Gloucestershire.—A great quantity of lime is used in the Vale of Berkeley, and there is not a penny compensation for it, *Beman* 4159–4163.

Isle of Wight.—The allowance for lime extends over four years, *Gibbons* 6910.

Kent.—Amount paid to the outgoing tenant for lime, *Hatch* 3958, 3959.

Nottinghamshire.—In South Nottinghamshire lime is paid for when no white or corn crops have been taken, *Stokes* 699.

Shropshire.—A great deal of lime is used in Shropshire; not more than two years should be allowed for lime, *Pinches* 6763, 6764.

Somersetshire.—Liming would be of great advantage to many parts of the county of Somerset; expense of liming, *Mogg* 6156–6173.

See also *Artificial Manures.*

Limited Interest in Land. It would be desirable that persons having limited interests in estates should be enabled to grant covenants for compensation which should be binding on their successors, *Rep.* iv.——It would be an improvement if powers were given to persons having limited interests, to bind their successors for a reasonable term, *Pinches* 6736–6740——If a landlord has a fee simple interest in an estate, he can give security for improvements; the same power should be given to parties having only a limited interest, *Owen* 4605. 4611–4613——Persons having limited interests in land, of whatever description, should have power to give reasonable security for improvements, *Houghton* 4511, 4512——It would be an improvement to allow landlords, having limited interests on estates, upon a mortgage, to be able to give security to tenants, for such term as they might think fit, say for seven years, to bind their successors, assuming that the money would be judiciously applied, *Boniface* 7084–7089.

See also *Buildings. Fee Simple. Landlords. Tenant Right. Tenants for Life.*

Lincolnshire

Lincolnshire. No man of capital would take a farm in Lincolnshire, without a clause in the agreement as to allowances on quitting, *Hesseltine* 306——Custom of the country as between the outgoing and the incoming tenant, *ib.* 313——Mode of payment for different crops by the incoming tenant, *ib.* 315–319——The customs described by witness apply to the Wold district of Lincolnshire, *ib.* 427–447——The usual compensations in South Lincolnshire are as to tillages or manure, *Beasley* 477——Great improvements have been made in the heath lands of Lincolnshire within witness's recollection, *ib.* 493–496——Both landlords and tenants are perfectly satisfied with the allowances now made in Lincolnshire, *ib.* 535, 536.

Great improvements are going on in Lincolnshire, where tenant right exists, without any law to make the landlords improve their property, and where all that is done is done by mutual agreement between the landlord and tenant, *Houghton* 4437–4447. 4548–4564——It was some time before the custom of compensation was finally established in Lincolnshire, *Brown* 7183——It was a good deal fought against by the valuers and the incoming tenants, who regarded it at first as an innovation, *ib.* 7184, 7185——It is extremely probable that the custom of Linclonshire will extend rapidly to other counties, *Neville* 7288——The system of compensation pursued in Lincolnshire, in the agreements between landlord and tenant, has been beneficial to both parties, *ib.* 7294–7302.

See also *Agreements*, II. 3. *Arbitration. Artificial Manures. Bone Manure. Buildings*, II. 12. *Capital. Claying. Compensation for Improvements*, II. *Cultivation. Custom. Dilapidations. Drainage. Guano. Heath Lands. Improvements. Landlords. Leases. Legislative Interference. Manures. Oil-Cake. Rents. Tenant Right. Thrashing Machines. Valuation. Yearly Tenancies.*

Loft, William. (Analysis of his Evidence.)—Occupies two farms of about 500 acres each, at Trusthorpe, in Lincolnshire; one on the marsh land on the sea coast, and one on the Wolds near Horncastle; the one on the marsh is witness's own property, 7682–7690——Time of entry in this part of Lincolnshire, 7691–7695——The tenants generally do the repairs of the buildings of rented farms; in many instances the landlord finds the materials, 7696, 7697——Acts of husbandry for which the outgoing tenant is remunerated in the Wolds; rule with regard to the consumption of the produce of the farm, 7698–7711.

As regards drainage, it is a very common practice in Lincolnshire for a landlord to find materials, tiles for instance, the tenant putting them in, 7712——No allowance is made to the tenant, on his giving up the farm under these circumstances; there is, if he finds all the materials; this allowance is from three to five or six years, 7713–7715——There is an allowance for marling or claying, over a period of from three to seven years, 7716–7718——For liming three or four crops are allowed, 7719–7723. 7768–7777——Allowance in regard to bones, 7725——Compensation for the use of oil-cake is getting general; nature of the allowance, 7726, 7727.

The buildings belong to the landlord; if they are on base stones they are removable, 7728, 7729. 7765–7767——Gardens and fruit trees are valued and allowed for, 7730, 7731——The mode of valuation is precisely the same as that proposed by the new Bill, 7732——The incoming tenant appoints one valuer, and the outgoing tenant another, and the two appoint an umpire; there is no appeal from their decision, 7732–7740——The mode of appointment is not good, nor the mode of settling the valuations, 7736–7740. 7778–7781——Course of cultivation of the lands in the marsh, 7741–7747.

Objection witness has to the interference of the Legislature between landlord and tenant; such interference is not generally wished for in the county, 7748–7756——The tenants were anxious for it at first, but second considerations have driven away that anxiety entirely, 7748. 7759——The present system of compensation to the tenants in Lincolnshire is a very good one; there is no objection to the same custom existing in other parts of England, 7756–7764. 7782–7785——It is witness's opinion that it will extend to other counties in the course of time, *ib.*

Loughborough Farmers' Club. The question of compensation between incoming and outgoing tenants has been discussed in the Loughborough Farmers' Club, and they have arrived at the conclusion of the necessity for an allowance being made to the outgoing tenant, *Stoke* 687, 688——Resolutions come to by this club as to the portion of the improvements that ought to be paid to the tenant as a general rule, *ib.* 759–767.

M.

Machinery. Tenants at present by law cannot remove buildings from machinery from a farm, *Stewart* 8, 9——Machinery has been removed, but the frame of the machine was obliged to be left standing, *ib.* 9——If a tenant were to put up a steam threshing machine, the steam power would fall to the landlord, *ib.* 10——If the same decision of

Machinery—continued.

law were applied to agricultural fixtures as is made in respect of trading fixtures, it would very much tend to the introduction of machinery into agriculture, *Stewart* 47, 48——Additional insurance is charged by the offices when steam engines are employed, *ib.* 60, 61——Customs in Bedfordshire with respect to machinery, *Bennett* 2015–2022.

See also *Buildings*, I.

Manures :

Generally.—How far there is any danger of tenants over manuring or using injudicious manures, *Harvey* 1534–1544—— Details as to the periods which certain manures should be paid for, that is, what number of years the effects of them may be considered to last, *Bennett* 2005–2014.

Derbyshire.—The course now pursued in Derbyshire with respect to the manure left on the farm by the outgoing tenant, is very injurious to good farming, *Rowley* 6839–6841. 6845–6850.

Dorsetshire.—The manure belongs to the incoming tenant, whether made from oil-cake, or mere straw and water, *Harding* 5700, 5701.

Essex.—The dung left on a farm ought to belong to the landlord, without a tenant right, *Hutley* 2177, 2178.

Kent.—Custom of the country with regard to the manure left on the farm, in the Weald of Kent, *Hughes* 4645–4654——The custom has prevailed in the eastern part of Kent to pay for the manure left, *Barnes* 6607——And there is another mode in what is termed Mid-Kent, *ib.*

Lancashire.—The dung belongs to the landlord, *White* 2909, 2910——The incoming tenant makes no payment whatever for the manure he finds upon the premises, *ib.* 2910, 2911.

Leicestershire.—The dung belongs to the landlord, *Kilby* 3757.

Lincolnshire.—In the heath districts the farmers are still in the habit of using large quantities of bones and cake, *Beasley* 497, 498.

Northamptonshire.—The manure when the tenant quits belongs to the landlord, *Shaw* 3357.

Northumberland.—There are no allowances in cases of manure, *Ramsay* 3546.

Oxford.—The dung belongs to the incoming tenant, *Carpenter* 5773, 5774.

Somersetshire.—The manure is generally used by the outgoing tenant for his potatoes, and so on, *Mogg* 6113, 6114——Tanks for saving the manure are very much needed, *ib.* 6209–6213.

Wiltshire.—By the custom of the country the manure belongs to the coming-in tenant, *Chandler* 5347, 5348.

Yorkshire (East Riding).—Three parts out of four of the dung belong to the land, *Page* 2560.

(North Riding.)—Custom in the North Riding with respect to the manure, *Outhwaite* 2724–2728.

See also *Artificial Manures. Bone Manure. Chalking. Claying. Guano. Marling. Oil-cake. Soil Burning. Star-Fish. Unexhausted Improvements.*

Marling. Process carried on in Cheshire of applying marl to the light soils; it is supposed to last from seven to ten years, *White* 2955–2957——Marling is not now much practised in Warwickshire; it has been over-done, *Swinnerton* 5624–5628. 5677, 5678——Reasons for the distinction drawn in the Isle of Wight between marling and chalking, *Gibbons* 6987–6989.——*See* also *Improvements.*

Maxwell, Mr. See *Improvements.*

Middlesex. Middlesex is much inferior to many other counties in allowances for improvements; nature of the tenant right in Middlesex, *Houghton* 4418–4424.

Mogg, Samuel. (Analysis of his Evidence.)—Land agent residing at Bathpool, near Taunton, in Somersetshire, and also tenant farmer, 6108——Is a valuer for tenant farmers when about to take farms, 6109——The time of entry about Taunton and westward, is about Michaelmas; and about Glastonbury and Wilts, and that district, generally Lady-day, as that is the pasture and grazing district, 6110——As regards the Michaelmas entry, there is no rule or system for any compensation whatever between the outgoing and incoming tenant; the incoming tenant has no right of entry for cultivation before Michaelmas any more than may be agreed upon between the incoming and outgoing tenant,

Mogg, Samuel. (Analysis of his Evidence)—*continued.*

tenant, 6111, 6112——The manure is generally used by the outgoing tenant for his potatoes, and so on, 6113, 6114——There is no compensation for purchased manure or cake used in the fatting of the cattle, 6115——There is no compensation for draining or any other improvements; no custom of the country, 6115–6121——There is a great deal of land in the different localities in Somersetshire, which would pay for draining, 6122——The farm buildings in Somersetshire are a disgrace to the county generally, 6123–6128——General system of cropping in Somersetshire, 6129——In the present state of the farm buildings it is a very difficult thing to adopt improved modes of agriculture, 6133——In many cases where tenants have capital, they would make such premises themselves, *ib.*

The tenant farmers in Somersetshire are discouraged from making outlays from the want of security; cases quoted in illustration of this, 6134–6137——If the Legislature gave security to the tenants for their capital, they would be disposed to lay out their money in a more spirited way, 6138–6155——Liming would be of great advantage to many parts of the county of Somerset; expense of liming, 6156–6173——Draining would also be of great benefit, 6174–6193. 6207, 6208. 6214–6218——Witness cannot understand any law to compel compensation, 6194–6206——Tanks for saving the manure are very much needed, 6209–6213——Right which should be given to the tenant with respect to buildings, 6244–6258. 6292–6317——Whether the outgoing tenant should be liable for dilapidations must depend upon the nature of the agreement, 6259–6291——Property in Somersetshire has been greatly improved; this improvement has taken place by mutual agreement between landlord and tenant, 6318–6323.

N.

Naked Fallows. See *Fallows.*

Neville, Rev. *Christopher.* (Analysis of his Evidence.)—Landowner in Nottinghamshire; holds about 300 acres, 7240, 7241——Has paid considerable attention to the question of agricultural custom as it exists, and has also considered the propriety of legislative enactment upon this subject, as regards its alteration or its extension, 7242——Has published a letter to Mr. Pusey on the subject, 7243——As far as witness's experience goes, he does not think it desirable that the Legislature should interfere in the matter, 7244–7247——Witness has lately purchased an estate at Wyston, in Nottinghamshire, 7248——The payments upon entry upon the custom, are much heavier at Wyston than in Lincolnshire, 7249–7251——Witness, of course, considers himself bound by the custom of Nottinghamshire, in respect of this estate which he has lately purchased there, 7252–7256——Witness's estate at Thorney is entailed; he considers himself bound by the agreements made by his predecessor, 7257–7264.

Witness is in favour of an alteration of the present law of entail, so as to enable the tenant for life to bind his successor in a reasonable sum for compensation to the tenants for improvements, 7265——Supposing the principle of compulsory adjustment were adopted with respect to agriculture, there is no reason why it should not be extended to other trades and other property engaged in it, 7266–7272——Probable effect which any compulsory enactment would have on rent, 7273–7276——The tenant-right, as it at present exists in Lincolnshire, is satisfactory; still improvements are made in it repeatedly, 7277, 7278——In the hilly parts of Lincolnshire the buildings are, on the whole, adequate and very good, 7279.

Suggestions as to the tenant-right which it would be desirable to allow as respects buildings, 7281——The custom in Lincolnshire as to drainage varies greatly on different estates, 7282–7285——The system of agreements and the custom as they exist in Lincolnshire have tended to the improvement of agriculture, 7286, 7287——It is extremely probable that the custom of Lincolnshire will extend rapidly to other countries, 7288——The general custom of the country will so operate as to establish the custom in favour of the tenants without legislative interference, 7288–7293——The system of compensation pursued in Lincolnshire in the agreements between landlord and tenant, has been beneficial to both parties, 7294–7302——Objections to an agricultural tenant-right Bill, 7303–7305——Witness objects to the principle of the Bill before Parliament, inasmuch as it interferes with the free agency of the landlord and tenant, 7306 *et seq.*

Norfolk. Custom of the country between outgoing and incoming tenants in Norfolk, *Harvey* 1731–1390. 1392–1403——*See* also *Dilapidations.*

North and South Wilts Agricultural Improvement Society. Witness was chairman last year of the North and South Wilts Agricultural Improvement Society; this is a society consisting entirely of practical farmers, *Chandler* 5354, 5355——It is the general opinion of this society that a change of the law is desirable, *ib.* 5356.

Northamptonshire. There is no county where there is greater room for improvement than Northamptonshire, *Shaw* 3355——The nature of the improvements witness contemplates

Northamptonshire—continued.

is draining and a better making of manure, *Shaw* 3356. 3381-3388—— Custom of Northamptonshire between outgoing and incoming tenants for acts of husbandry, *ib.* 3389 *et seq.*——The poorer land in Northamptonshire is being gradually broken up for arable purposes, but not so much as witness would like to see it, *ib.* 3413-3421.

See also *Agriculture. Artificial Manures. Buildings,* II. 13. *Capital. Compensation for Improvements. Competition for Farms. Drainage. Landlords. Leases. Manures.*

Northumberland. Although great improvements have been made in the system of husbandry in Northumberland, still further improvements might be made with a system of tenant-right, *Ramsay* 3586-3588.

See also *Bone Manure. Buildings,* II. 14. *Cultivation. Drainage. Entry upon Farms. Farming. Fences. Guano. Manures. Oil-Cake. Threshing Machines.*

Notice to Quit. The six months' notice, in Leicestershire, to the tenant to quit should be extended to twelve months; in large farms it might be extended to two years, with advantage both to the landlord and tenant, *Kilby* 3775, 3776. 3839-3851.

Notices to Landlords. Notice should be given to landlords of intended improvements, *Woodward* 6481-6484.——*See* also *Landlords.*

Nottinghamshire. See *Agreements,* II. 4. *Artificial Manures. Buildings,* II. 15. *Capital. Drainage. Improvements. Leases. Oil-Cake. Produce. Tenant-Right. Threshing Machines. Valuations.*

Nurserymen. Nurserymen have been allowed to remove plants and roots, and things of that sort, but this has been decided against agricultural tenants, *Stewart* 6——Nurserymen may remove plants, and a tenant may remove a hothouse, *ib.* 16.

O.

Occupiers. Way in which the establishment of tenant-right by law would materially improve the condition of the occupiers, *Shaw* 3486.——*See* also *Tenants.*

Oil-Cake:

Generally.—If witness doubted the renewal of his lease, he would certainly cease to purchase cake during the last three or four years of his lease, and would allow the land to return to the unproductive state in which he found it, *Jonas* 1650, 1651. 1655-1658 ——Witness lays the benefit arising to the land by the use of cake at one-third of the cost, leaving the other two-thirds to the value of the meat, *Bennett* 1884-1887——Compensation which should be made for oil-cake, *Kilby* 3867-3870——Period oil-cake ought to be allowed for, *Beman* 4261, 4262——Compensation should be allowed for the use of oil-cake, *Chandler* 5367, 5368——Period witness would allow for cake, *Higgins* 5970-5982——Four years should be allowed for oil-cake, but the fourth year at a considerable decrease, *Pinches* 6768-6772.

Essex.—Witness fattens from ninety to one hundred beasts annually; fattens them upon mangel-wurzel, Swede turnips, and oil-cake, *Hutley* 2099, 2100——Looks for a return for the oil-cake, partly in the corn and partly in the increased value of the bullock, *ib.* 2101——Does not expect to be remunerated for the outlay for the cake in the improvement of the beasts only, *ib.* 2102, 2103——Sheep pay better for the cake than bullocks, *ib.* 2104——The effect of the oil-cake would last six years from the feeding off the land, *ib.* 2181, 2182.

Kent.—Means taken in the Kentish valuation to ascertain the consumption of oil-cake, *Hatch* 3993-3997.

Lincolnshire.—Allowance is generally made now for purchasing oil-cake for cattle, *Hesseltine* 258——The allowance for oil-cake for feeding stock is grounded on the consequent improved quality of the manure, *ib.* 265——Half the benefit of the cake may apply to the stock, the rest to the manure, *ib.* 266——The value of oil-cake as a case of compensation is of the same value on a grazing farm as on tilled land, *ib.* 367-378 ——The amount and value of oil-cake consumed is ascertained by producing the bills when compensation is required, *ib.* 491——In South Lincolnshire one-fourth part only of the cake bill is allowed, which is ascertained by producing the bill for the last year, *Beasley* 478——Course taken in Lincolnshire by the valuers to ascertain the quantity of cake purchased and consumed, *ib.* 581-586.

Northumberland.—Oil-cake is used more than formerly, but not so much as in some of the southern counties, *Ramsay* 3570, 3571.

Nottinghamshire.—

Oil-cake—continued.

Nottinghamshire.—In South Nottinghamshire an increased value is put on the crops if the outgoing tenant has purchased oil-cake, *Stokes* 699 —In South Nottinghamshire compensation for the use of oil-cake is not an established rule; it is sometimes made; it would be desirable if it were general, *ib.* 721–725——As regards oil-cake, witness would give one-half the last year's bill, *ib.* 811, 812——The compensation for oil-cake is one-fourth, *Wilmot* 1025.

Surrey.—Oil-cake is used to a great extent in Surrey; compensation is given, *Clutton* 7885–7890.

Warwickshire.—Under the present custom, the outgoing tenant cannot claim for cake, *Swinnerton* 5605, 5606.

Yorkshire (East Riding).—On the Wold farms there is no general practice of using cake for feeding cattle for the improvement of the manure, *Page* 2569–2571——Evidence as to the period at which the allowance for oil-cake arose in witness's district; Sir Tatton Sykes was the first person who introduced it, *Legard* 7651–7664.

See also *Artificial Manures.*

Ornamental Fixtures. As regards the tenant of a house, he comes in under the class of ornamental fixtures, *Stewart* 6——Wainscoting has been allowed to be removed, and also marble chimney-pieces, *ib.*

Outgoing Tenants. See *Artificial Manures. Buildings. Compensation for Improvements. Dilapidations. Drainage. Emblements. Improvements. Incoming Tenants. Legislative Interference. Liming. Recovery of Compensation. Tenant Right. Unexhausted Improvements. Valuations.*

Outhwaite, John. (Analysis of his Evidence.)—Witness and his brother are practical farmers in the North Riding of Yorkshire, near to Catterick Bridge, 2710, 2711——Witness obtained in the year 1844 the prize of the Yorkshire Society for the best cultivated farm in that district, 2712——Improvement made in the land by drainage, 2713–2717——Great extent to which witness has used artificial food, 2718–2721——Difference in the custom between the incoming and outgoing tenants in the North Riding and in the East Riding; time of entry in the North Riding, 2723——Custom in the North Riding with respect to the manure, 2724–2728——The outgoing tenant receives no compensation for artificial food, 2729——Improvements witness has made as regards the buildings on his farm, 2730–2732——There is great room for the improvement of the cultivation in the North Riding, particularly as regards draining, 2733–2736.

The holdings in the North Riding are generally from year to year; witness would prefer a yearly holding, with tenant-right, to a lease, 2737, 2738. 2742–2765——Witness fears that tenant-right could not be carried out without legislative interference, 2739–2741. 2766 *et seq.* 2819–2821——Tenant-right has made no progress in Yorkshire, 2742——There would be no difficulty in a tenant securing himself by agreement, if the landlord were willing, and had the power to grant it; still witness would rather that it should be laid down by law, 2766–2769——Way in which witness would suggest that the law should be framed; it should override all existing agreements, if only from year to year, 2766–2813. 2888–2895 ——Further evidence as to the great improvement which might be carried out by drainage in the North Riding, 2814–2818.

The alteration witness proposes is an alteration in the custom which is desirable, from the difference in the mode of cultivation, 2822–2831——The great point that the tenant farmers wish to come to is an alteration in the mode and the means of laying out their own capital, so that they should not be taken advantage of, 2831–2837 ——It would be perfectly safe to leave the matter of compensation to be settled by the ordinary valuers of the county; suggestions on the subject of arbitration, 2844–2870——As regards compensation, the security of the outgoing tenant should be in his remedy against the landlord, 2871–2875——The tenant ought to give notice to the landlord of the capital he was about to expend, and have his consent for every penny laid out, that is, either from the landlord or his agent; this however does not apply to the use of artificial manures, 2876–2887.

Outlay of Capital. See *Capital. Compensation for Improvements. Drainage. Improvements. Legislative Interference.*

Owen, Robert. (Analysis of his Evidence.)—Land agent for some properties in the neighbourhood of Hungerford, in Berkshire, and also an occupier of land to some extent, 4578, 4579——Michaelmas is always the time of entry in that part of Berkshire, 4580 ——The incoming tenant pays for all acts of husbandry, 4581——It is various as to the incoming; what the incoming tenants are called upon to pay for is taken to by valuation, 4581, 4582——The manure belongs to the landlord, 4583, 4584——There is no compensation whatever for the purchase of artificial food or manure, 4585——Nor for any more durable improvements of the land, 4586——There is a great deal of land on the hills near the Kennett that would be the better for draining, 4587——There is another mode of

Owen, Robert. (Analysis of his Evidence)—*continued.*
improving this land in witness's neighbourhood by chalking it; average expense of chalking this land per acre, 4588–4598.

It is very desirable that the tenant should receive compensation for these various improvements, 4599——Any security given to the tenants for their outlay must give a stimulus to any improvements, 4599–4604——If they had security for their outlay they would be better able and more disposed to give employment to the labourers in winter, 4600–4602——If a landlord has a fee-simple interest in an estate he can give this security; it would be a great advantage to give persons having a limited interest this same power, 4605. 4611–4613——Witness is aware that there is great difficulty in legislating upon the subject of tenant right, still if practicable he would like to see some law made, 4605–4619——Such law should not, however, override existing leases or agreements, 4606–4608——Giving tenants the power of removing buildings would be advantageous, 4614.

Oxfordshire. See *Bone Manure. Buildings,* II. 16. *Entry upon Farms. Manures. Valuations.*

P.

Page, Edward. (Analysis of his Evidence.)—Land surveyor, and land agent at Beverley, in the East Riding of Yorkshire; has surveyed and valued nearly half the East Riding, amounting to between 300,000 and 400,000 acres, 2549–2552——Is also agent for between 15,000 and 16,000 acres in the West Riding, 2553, 2554——Custom as between outgoing and incoming tenants in the East Riding of Yorkshire, with regard to acts of husbandry, 2555 *et seq.*——On the Wold farms there is no general practice of using cake for feeding cattle for the improvement of the manure, 2569–2571——Good drainage would tend greatly to increase the productiveness of the various soils of the East Riding of Yorkshire, 2572–2589——The landlords generally have the means of carrying out this and the other improvements necessary, but they have not all the inclination so to do, 2589, 2590——If the tenants had a greater security for the outlay of their capital in such improvements they would be induced so to spend their capital, 2591.

There has been no remarkable improvement made in the East Riding of Yorkshire, except good cultivation, 2593——The property is chiefly let from year to year, 2594——The buildings on the farms are generally tolerably good, 2595, 2596——There are some large farms, but they generally run from 200 to 400 acres, 2597, 2598——Chalking, and marling and draining are generally done at the tenant's own risk, and not by agreement between the landlord and tenant, 2602–2622.

It would be advantageous that provisions for compensation for these purposes should be inserted in the agreements; how far any general law might be effectually made on the subject, 2623–2635——It will most probably be a long time before parties can be induced to insert these provisions for compensation unless the Legislature pass some measure to induce them to do so, 2636–2638——Any law should apply to existing agreements, otherwise the tenants would be no better off than if there were no such law, 2639–2644——If this power to recover compensation for improvements were given, it would also be just to give the landlord the power to recover compensation for dilipadidations, 2645–2650——There can be no better mode of having this compensation for dilapidations or improvements assessed and recovered, than having them assessed by arbitration, in the usual way, by arbitrators and an umpire, 2651–2658——The estate should be liable for the valuation, 2659–2662.

The principle upon which the valuation should be made, as to whether it should be according to the capital laid out, or according to the benefit of the incoming tenant, must be left to the discretion of the arbitrator, 2666–2676. 2707–2709——Practice in the East Riding of Yorkshire, with respect to buildings, 2677–2679——The law, as witness proposes it, should not override existing agreements, 2677–2688——If the custom which now exists were extended in the way mentioned by witness, it would be beneficial both to landlord and tenant, 2683–2694——Witness's feeling is, that there are great difficulties in the way of making satisfactory private agreements for compensation, 2695–2700. 2706.

Parkinson, John. (Analysis of his Evidence.)—Resides at Leyfields, near Newark, in Nottinghamshire; owner and occupier of land to a considerable extent; is also agent for property, and has been so for many years, both in Notts and Lincolnshire, 7344–7346——A greater portion of the farms in Lincolnshire are held by yearly tenure, 7347——Witness is not aware that there is a wish or desire on the part of the tenantry generally to have leases, 7348——Compensation clauses are general in the agreements by which the farms are held from year to year, 7349——The improving tenants of Lincolnshire are practically secure in their holdings, 7350, 7351——Evidence in detail, as to the agricultural custom as it prevails in Lincolnshire; this custom has grown up with the improvement of the farming, and is very satisfactory to the tenants, and this without any interference on the part of the Legislature; nature of the custom prevailing in Lincolnshire, 7352–7377. 7379–7400.

It

Parkinson, John. (Analysis of his Evidence)—*continued.*

It is quite impossible by legislative enactment to form such regulations as shall adapt themselves to all circumstances as regards compensation, 7378—— There are some circumstances in which legislative enactment would be beneficial, but as a general measure, it could not be acted upon, 7378. 7380–7395——The tenant should have a legal right to compensation for improvements of buildings, 7395–7400——Difficulties frequently arise under the system of arbitration in Lincolnshire, principally through the ambiguity with which the valuations are got up; suggestions for remedying this evil, 7401–7410——Witness never heard any farmer, either in Lincolnshire or Nottinghamshire, say that he wished for any enlarged legislative measure, on the subject of compensation, 7411–7414. 7420——Witness generally disapproves of leases, 7415–7419——Way in which the tenant-right of Yorkshire is heavier than that of Lincolnshire, 7421–7440——In witness's opinion, the extension of the custom, as it exists in Lincolnshire, to other parts of the country, would be very beneficial, 7441 *et seq.*

Pasture Lands. See *Bone Manure.*

Permanent Improvements. See *Compensation for Improvements. Drainage. Guano. Improvements. Landlords. Leases.*

Pinches, William. (Analysis of his Evidence.)—Resident landed proprietor in the county of Shropshire, 6706——President of the Wenlock Farmers' Club, 6707——Has for many years turned his attention to the question of tenant-right, 6708——Period of entry upon farms in Shropshire, 6709——In this county the outgoing tenant never receives any remuneration from his successor for any improvements he may have made, 6710, 6711——This is undoubtedly a defective system; it prevents the improvement of the land, 6712, 6713——There are many improvements by which the productiveness of the land in Shropshire might be increased, if the tenant had a greater security for the outlay of his capital, 6715, 6716.

The land in many parts of Shropshire requires draining, 6717——The farmers are deterred from the outlay of capital, by the want of security, 6718——Witness's opinion is, that tenant-right in some shape or other is absolutely necessary, 6719——One great impediment to the improvement of agriculture is, that so many farmers take farms beyond their means, 6719–6722. 6728–6732——The condition of the agriculture of one part, the county of Salop, has progressively improved within the last thirty years, 6723–6727. 6754–6756——Any legislative enactment should not be retrospective in its operation; it should be compulsory, 6733–6735——It would be an improvement if powers were given to persons having limited interests to bind their successors for a reasonable term, 6736–6740——How far there would be any greater difficulty in the way of carrying out compensation for improvements by private agreement than there would be by legislative enactment, 6741–6753.

Artificial manure is much used in Shropshire; a good deal of linseed and oil-cake is used, 6757–6762——A great deal of lime is used; not more than two years should be allowed for lime, 6763, 6764——Four years should be allowed for guano, but the fourth year at a considerable decrease, 6765–6767——Generally speaking, witness would put oil-cake on the same footing as guano, 6768–6772——The period of time the expense of drainage should be thrown over must depend upon how it is done; if it is done in the best manner, witness would say thirty years, 6773. 6779–6790. 6802–6826——And fencing twenty years, 6774——Principle upon which witness calculates these things, 6775–6778——The tenant-right witness would wish to see enacted by law, would be an enactment that would secure the tenant farmer, upon the quitting of his occupation, for the outlay of any capital which he had not had time to receive the benefit of during the time of his occupancy; way in which this might be estimated, 6792–6801.

Prices. See *Farming.*

Private Agreements. See *Agreements.*

Produce. The system of compensation leads to a great increase in the productiveness of the soil, *Rep.* iv——The improvements which have been made in Lincolnshire, based upon the tenant-right in that county, have increased the productiveness of the light soils one-fourth, *Hesseltine* 271——A good system of compensation by tenant-right would tend much to increase the produce of the land, *Stokes* 855–859——The produce of the western part of the county of Nottingham has been doubled, and trebled, and in some instances quadrupled, *Wilmot* 1033, 1034——The produce of the land and the employment of the labourers in Hertfordshire generally would be improved, if the right of the tenant to compensation were legalised, *Lattimore* 2437–2443.

The produce of the soil in Northamptonshire is capable of improvement to the extent of one-third of the corn crops; much more meat might also be raised, *Shaw* 3395–3398. 3402. 3412. 3463, 3464——In consequence of there not being compensation in Leicestershire, the capabilities of the soil are not developed in the way that they would be if there were compensation allowed, *Kilby* 3759——There are many estates in Herefordshire, which might be increased in produce by good farming to a maximum of thirty per cent.

Produce—continued.

Higgins 5900-5965——If the farmers had security for the outlay of their capital, they would keep more stock, and the produce of the land would also be increased, *Mogg* 6145-6155——The average produce of Worcestershire is about twenty-four bushels per acre, *Woodward* 6337——It would be very possible to increase it at least ten bushels per acre, by draining and a good system of tenant-right, if the tenants were compensated for the outlay of their capital, *ib.*——The produce of meat might be also greatly increased by good drainage and a system of soil burning, *ib.* 6338, 6339——There are many improvements by which the productiveness of the land in Shropshire might be increased, if the tenants had security for the outlay of their capital; respects in which it might be improved, *Pinches* 6715, 6716——If the tenant farmers had more security for their capital, they would increase the produce of their farms; respects in which improvements could be made, *Rowley* 6837, 6838. 6842-6844. 6851-6857.

See also *Artificial Manures.* *Claying.* *Compensation for Improvements.* *Improvements.*

Pusey, Mr., M.P. See *Tenant Right Bill.*

R.

Ramsay, George Heppel. (Analysis of his Evidence.)—Proprietor and occupier of land, residing in the county of Durham, on the borders of Northumberland; is also a magistrate, and vice-president of the Newcastle Agricultural Society; was one of the founders of the club, 3509-3512——Is generally acquainted with the state of agriculture in the counties of Durham and Northumberland, 3513——The customs of the county of Durham, as between outgoing and incoming tenants, are in many points very dissimilar to those of Northumberland, 3514——Custom of the country in the county of Durham; period of entry in Durham; custom of payment for crops between outgoing and incoming tenants, 3515-3517.

There are a good many leases, but there is a good deal of land held without lease; the greatest proportion is held on yearly tenure, 3515——There are no compensations made in the county of Durham by the custom of the country without special agreements; all agreements generally embrace subjects of this description, 3518-3521——Usual course of cropping in the county of Durham, 3522——There is very great room for the improvement of farming in the county, 3524——A great deal of draining is required, 3525——A lease with a tenant-right at the end of it would be a very desirable arrangement, 3526-3530.

As regards the county of Northumberland, the period of entry varies a little, but it is mostly on the 13th of May, 3531——Entering upon the 13th of May, the tenant has the away-going crop to secure the landlord, because the landlord gives him six months' credit for the payment of the rent, 3532. 3579-3585. 3631-3638——The Duke of Northumberland is the largest landed proprietor in Northumberland, 3532——In his case the tenant enters at Lady-day, and the entering tenant enters upon all the crops, *ib.*——In the county of Northumberland the land is usually held on lease, more so than in any other county; the usual length of the lease is twenty-one years, 3533, 3534——As far as the last four years of the lease go, a tenant-right for improvements is a necessary addition to the lease, in order to secure the landlord as well as the tenant, besides keeping up the productive power of the soil, 3535-3542.

There are some payments in Northumberland for improvements, but they can hardly be called compensation, 3543-3549. 3572——The landlord finds houses and buildings, 3554. 3557-3565——Course of cultivation which is the best for the county of Northumberland, 3566-3569——Oil-cake is used more than formerly, but not so much as in some of the southern counties, 3570, 3571——Common course of proceeding between the landlord and tenant when the lease is about to terminate; leases are, in most instances, renewed from time to time, and therefore the question of compensation does not arise, 3573-3579——Although great improvements have been made in the system of husbandry in Northumberland, still further improvements might be made with a system of tenant-right, 3586-3588.

When thrashing machines are put up by the tenant, they are allowed to remove them, 3589-3597——Evidence showing the great increase in the use of bones in Northumberland; guano had rather interfered with it latterly, but the opinion of the agriculturists is not so favourable to the use of guano as it was, 3597-3608——It has been much adulterated, and that has injured the sale of it, 3606, 3607——In cases of compensation, witness would not include the use of guano; he does not consider it a permanent manure, 3609-3614——Bones last a long time; extent to which they are generally used per acre; mode in which applied; usual system of cropping after bones, 3615-3630.

In long leases there would be no difficulty in securing a proper tenant-right, if both landlord and tenant were willing to agree to it; how far there might be any difficulty in the case of short leases or yearly holdings, 3639-3681——How far there would be any

Ramsay, George Heppel. (Analysis of his Evidence)—*continued.*
any advantage in putting farm buildings on the same footing as trade buildings as regards the tenant's right in them, 3682-3693——Cases of difficulty frequently occur in the counties of Durham and Northumberland, from parties not having the fee-simple of the land being unable to give leases to tenants, 3694. 3741-3748——It would be an advantage to the country generally that persons upon such disability should be able to secure the tenant at the end of the term, 3695-3701. 3741-3748.

It is absolutely necessary that any tenant being about to lay out a large sum of money in drainage or any permanent improvement should give notice to his landlord, 3702-3709——In the valuation that would take place at the end of the tenancy, such valuation should be based upon the outlay of the outgoing tenant, leaving the incoming tenant and the landlord to make such arrangement as they pleased on coming in; remedy which the outgoing tenant would have against the landlord, 3710-3740——Generally speaking, Northumberland is a very well farmed county, 3749, 3750.

Rape Cake. The allowance for rape cake in Nottinghamshire is the same as for bones, *Wilmot* 1026-1032.——*See* also *Artificial Manures.*

Recovery of Compensation. Proposition as to the mode of recovering the money in an award made under an Act of Parliament, *Lattimore* 2525, 2526——The remedy should be against the estate: the incoming tenant would have to settle it, but the remedy should be against the estate, *ib.* 2527-2529——The debt should be recovered in the same way that other debts are recovered; it would be a question of simple debt, *ib.* 2530-2542——In the event of compensation under a lease the amount of that compensation should be referred to arbitrators, *Hutley* 2212-2215——The outgoing tenant should have his security in the landlord, but no doubt he would generally get the money from the incoming tenant, *White* 3014-3028——As regards making tenant-right recoverable, witness's advice would be, "Do not leave till you get your money;" in practice there is never any difficulty found about it, *Hatch* 4030——If any remedy is required witness would suggest that it should be made a rent-charge upon the land, the same as the tithe commutation, *ib.* 4032-4042——The remedy against the landlord might be secured to the tenant by law, the same as other matters are, *Kilby* 3878-3880.

Rents. Particulars in detail as to the course of proceeding in Lincolnshire in cases of change of tenancy or alterations of rent, *Beasley* 654-658——The recognition of tenant-right would give the landlord better security for his rent, *White* 2966, 2967——It is witness's opinion that there would be a disposition on the part of the tenants generally to submit to an increase of rent in consideration of the prospect of compensation, *Kersey* 3273-3289——There are more cases of farms in Northamptonshire being given up in a deteriorated condition, than there are of rents being unjustly raised upon tenants, *Shaw* 3457-3462——In Lincolnshire the rent is usually regulated with a view to compensate the tenant for improvements that are required upon the farm, *Brown* 7168, 7169——Probable effect which any compulsory enactment would have on rent, *Neville* 7273-7276.

See also *Holdings. Legislative Interference.*

Renewal of Leases. See *Leases.*

Repairs. In the case of an agricultural tenant, he is obliged to leave his buildings, gates drains, &c. in a reasonable state of repair, *Stewart* 178, 179——The landlord's remedy would be by action; it becomes a question of evidence, *ib.* 183-186.

Roads. The land round Martock, in Somersetshire, is, generally speaking, capable of great improvement as regards drainage and good farm roads, *Darley* 6574-6584——It would be very desirable to give power to the tenants to make roads and to carry out drainage, with the right of compensation, *ib.* 6759-6784.

Rowley, John Jephson. (Analysis of his Evidence.)—Tenant farmer, near Mansfield, 6827——Is acquainted with Derbyshire, 6828——The time of entry in Derbyshire is always at Lady-day, *ib.*——The outgoing tenant does not have the away-going crop, 6830——The payments made by the incoming tenant to his predecessor are generally regulated by the restrictions and covenants under which the generality of tenant farmers live; it is seldom by custom, 6831, 6832——The compensation to outgoing tenants for unexhausted improvements is very limited, 6833——There is an allowance for bones unexpended, and for other kinds of tillages, such as guano and rape-dust, *ib.*——Generally speaking there is no compensation for draining; the landlord in most cases finds the tiles, 6834. 6858-6868——There are considerable improvements made by the tenant farmers in buildings; they have no compensation for this, 6835, 6836.

If the tenant farmers had more security for their capital, they would increase the produce of their farms; respects in which improvements could be made, 6837, 6838. 6842-6844. 6851-6857——The course now pursued in Derbyshire with respect to the manure left on the farm by the outgoing tenant is very injurious to good farming, 6839-6841 6845-6850——Period which ought to be allowed for drainage, where the landlord finds only the tiles, 6858-6868——Allowances are made for artificial manure, 6869-6872——

Rowley, John Jephson. (Analysis of his Evidence)—*continued.*

There is an allowance for guano, which has only been lately introduced, 6871, 6872. 6875——There is a small allowance for lime, 6873——Period allowed for bones, 6875-6877——Course of husbandry in witness's neighbourhood, 6878, 6879.

Farms in this vicinity are generally let upon covenants to tenants-at-will, 6880——How far these covenants would be invalidated if an Act of Parliament passed giving these rights to tenants, 6881-6888——Witness's objection to Mr. Pusey's Bill is, that it is not compulsory, 6881-6889.

S.

Seeds. See *Derbyshire.*

Shaw, William. (Analysis of his Evidence.)—Practical farmer, residing near Northampton, 3344——As a member of the council of the Royal Agricultural Society, has had an opportunity of observing farming in England pretty generally, 3345——Witness himself holds about 320 acres; holds it from year to year, 3346-3348——The holdings in Northamptonshire are almost universally from year to year; there is scarcely a lease in the county, 3349——The custom of the country gives no compensation whatever for improvements, 3351——It merely pays for acts of husbandry, and seed, and labour, 3351-3353——If there were compensation for improvements, the farmers would be induced to lay out their capital on their farms, 3354.

There is no county where there is greater room for improvement than Northamptonshire, 3355——The nature of the improvements witness contemplates is draining, and a better making of manure, 3356. 3381-3388——The manure, when the tenant quits, belongs generally to the landlord, 3357——If compensation were given to the outgoing tenant for an improved quality of manure, by the purchase of artificial food, it would tend greatly to increase the productiveness of Northamptonshire, 3358——Tenant-right is equally applicable to yearly holdings as to leases, 3359——Reasons why witness considers leases imperfect without a tenant-right for compensation at the conclusion of them, 3360.

Witness would prefer a yearly holding, with a tenant-right, to a lease, 3361-3364——How far the Northamptonshire landlords afford encouragement to their tenants to improve; they give them tiles for drainage, and give them good buildings, 3365-3380——Custom of Northamptonshire between outgoing and incoming tenants for acts of husbandry, 3389 *et seq.*——The produce of the soil in Northamptonshire is capable of improvement to the extent of one-third of the corn crops; much more meat might also be raised, 3395-3398. 3402-3412. 3463, 3464——If an estate held in fee-simple were mortgaged, the owner should, nevertheless, have the power of giving compensation for improvements to his tenants, 3399-3401.

The poorer land in Northamptonshire is being gradually broken up for arable purposes, but not so much as witness would like to see it, 3413, 3414——This land ought to be drained before it is broken up, and there is no doubt it is so drained by all good farmers, 3415-3421——By the custom of the country there has never been any system of compensation for draining in Northamptonshire where there has not been an allowance for materials or labour found by the tenant, 3422——The system of making compensation to the tenants is increasing, 3423——Lord Pomfret, and a few more possessors of farms, are draining their lands, for which the tenants pay interest, 3423, 3424——Advantage there would be in a legal tenant-right over a tenant-right with an agreement, 3425-3435.

The length of time that drainage ought to be paid for must depend very much upon the mode of drainage, 3436-3440——Custom of Northamptonshire as regards buildings, 3450——The farms in Northamptonshire are not provided with sufficient buildings for the cultivation of the land, 3451, 3452. 3474-3485——Still they are as well supplied as most other counties, and better perhaps than some, 3451——There is no doubt that the tenantry would generally be disposed to pay a fair rent for the putting up of buildings, 3453-3456. 3474-3485——There are more cases of farms being given up in a deteriorated condition than there are of rents being unjustly raised upon tenants, 3457-3462.

There is no doubt that agriculture has much improved in witness's time in Northamptonshire, 3465——It would still more improve if there were a tenant-right for unexhausted improvements, *ib.*——The tenant-right should be ascertained according to the benefit to the incoming tenant, 3466-3473——Way in which the establishment of tenant-right by law would materially improve the condition of the occupiers, 3486——Evidence as to the great competition for farms in Northamptonshire, 3489-3503——There is great competition amongst those who have little or nothing in the way of capital to farm with; evils resulting therefrom, *ib.*——There is no progress making in Northamptonshire towards allowing the outgoing tenants more liberal valuations, 3504-3508.

Sheep. See *Oil Cake.*

Shropshire. The condition of the agriculture of one part of the county of Salop has progressively improved within the last 30 years, *Pinches* 6723–6727. 6754–6756.

See also *Produce.*

Size of Farms. See *Capital. Extent of Farms.*

Small Farmers. Small farmers are generally short of capital, *Stokes* 842–849——An extensive tenant-right would require more capital, and would consequently tend to shut out men of small means, *ib.*——At the present time farmers take farms much beyond their means, *ib.* 850——How far parties might be disposed to advance capital to small farmers on this claim of tenant-right, *ib.* 851. 860, 861.——*See* also *Capital.*

Smith, Jeremiah. (Analysis of his Evidence.)—Landowner and occupier of land, residing at Springfield-lodge, Rye, Sussex; owns about 1,300 acres, and occupies in the whole about 6,000 acres, 5074–5076——Terms of arrangement between the outgoing and incoming tenant, in the Weald of Sussex, 5078 *et seq.*——Custom existing in witness's neighbourhood, as regards manures, 5079–5097——Draining has been carried out to a great extent, and is compensated for; term which ought to be allowed for draining, 5097–5099. 5117–5124. 5249–5251——Practice pursued with respect to buildings in the Weald of Sussex, 5100–5104——In consequence of the custom of allowing compensation for manures, not only has the farming been improved, and the farmers done well upon this system, but the landlords have done well too by receiving an increase of rent, 5105–5116. 5125–5131.

There is no custom between the outgoing and the incoming tenant that can be at all enforced by law; usual custom with regard to acts of husbandry, 5132–5153——Evidence in detail as to course of farming pursued by witness on his farm, with nature of the improvements he has made on it, 5154–5189——Advantage that would exist, as regards compensation for improvements, by legislation, over private agreements, 5190–5202. 5252–5256——Suggestions as to the mode in which the valuations for compensation should be carried out, 5203–5243——It is cheaper for a tenant to pay a reasonable compensation for improvements than to take a farm that is starved to death, and bring it round himself, 5247, 5248.

Smith, William. (Analysis of his Evidence.)—Farmer, resident at West Raisen, in Lincolnshire, 7456–7459——Is generally acquainted with the customs prevailing in Lincolnshire, 7460——The custom in Lincolnshire has grown up correlatively with the improvement of agriculture, 7461–7463——It is witness's opinion that the same result will become apparent in other districts, 7464, 7465. 7467, 7468——It is not necessary that the custom should be enforced by legislative enactment upon the counties where it does not at present exist, 7466–7477. 7499–7520——Witness considers special agreements preferable; form of agreement witness considers desirable, 7478–7495. 7522–7526——Tenants for life should have the power of charging estates with a moderate sum for compensation for improvements, particularly as regards building and under-draining, and for inclosing, 7496–7498. 7521.

Witness sees no objection to the custom of Lincolnshire being introduced into other counties, but he sees great objections to the present custom of Lincolnshire being made a permanent law, 7527–7553.

Soil Burning. Witness has tried soil burning, in Gloucestershire, and finds it does not answer, *Beman* 4164–4166——Description of the process of soil burning; it is a desirable improvement, and one for which the tenant ought to receive compensation, *Woodward* 6340, 6341——Period witness would allow for soil burning, in any system of compensation under tenant-right, *ib.* 6383–6389.

Somerset. Property in Somersetshire has been greatly improved; this improvement has taken place by mutual agreement between landlord and tenant, *Mogg* 6318–6323.

See also *Artificial Manures. Buildings,* II. 17. *Capital. Cropping. Drainage. Entry upon Farms. Manures. Valuations. Yearly Tenancies.*

Special Agreements. See *Agreements.*

Staffordshire. Custom of giving up and entering upon farms in Staffordshire, *Chawner* 2322–2326——Alterations that would be desirable, in addition to the customs already existing, *ib.* 2346–2351.

See also *Artificial Manures. Capital. Drainage. Farming. Leases. Yearly Tenancies.*

Star Fish (Essex). Witness has used a large quantity of star-fish; character of this manure, *Hutley* 2179, 2180.

Steam Engines. Witness is not aware of any law which would enable a landlord to claim a steam-engine, *Stewart* 136——Steam-engines are beneficial on a farm, and ought to belong to the tenant, if put up by him, *Hutley* 2187, 2188.

See also *Machinery.*

Stewart, James. (Analysis of his Evidence.)—A Barrister, 1——Has paid attention to the subject of incoming and outgoing tenants, 2——Witness has no knowledge of agricultural customs, but assumes the law to be, that no outgoing tenant can claim anything from the incoming tenant or landlord, for any expenses of buildings, manuring, or any permanent improvement, 4——Exceptions under which tenants of houses and trading tenants are more protected than agricultural tenants, 6, 7——Tenant at present by law could remove no building for machinery from a farm, 9——Machinery has been removed, but the frame of the machine was obliged to stand, *ib.*——If a tenant put up a steam threshing-machine, the steam-power would fall to the landlord, 10——Examination on the doubtful points in law as to tenant-right, which appear to be based on no principle of law, 16–87——The abeyance of the law on these points arises from all those matters being regulated rather by practice than by law, 39——Which custom is recognised in the courts of law, 40——Distinction drawn constantly between trade fixtures and those which are not, 43–45——If the same decision of law was applied to agricultural fixtures as is made in respect of trading fixtures, it would very much tend to the introduction of machinery into agriculture, 47, 48.

Fixtures should be the property of the tenant, subject to the lord for damage, 49——If a tenant builds a barn it belongs to the landlord, but if raised on stones it belongs to the tenant, 53, 54—The law should be so altered as to put all tenants in trade and agriculture on the same footing, 56–59——Additional insurance is charged by officers when steam-engines are employed, 60, 61——The law is doubtful as to traders being able to remove buildings; certainly against an agriculturist doing so; the law ought to allow both and be made clear, 71——The present state of the law favours the bad landlord and the bad tenant, and injures the good tenant, 83——One great reason for the alteration of the present law is that so much land is held by tenancy for life by persons who have no power under settlements to authorise building or improving, 84.

The power to remove fixtures in agricultural cases ought to be on the same footing as in trading cases, 89–93——The tenant should have both the power of erecting and removal, 94——In cases where the landlord found the materials for the use of the tenant the tenant should not have the power of removing the building, 106–115——In mixed cases the landlord and tenant are co-partners in capital expended on improvements, 118, 119——At present all fixtures belong to landlord, 120——The fault of the present law is that the general rule is wrong; it ought to allow the tenant generally to remove fixtures he has erected, 124–128——There are no legal decisions as to whether a threshing-machine is or is not a fixture, 129–135——Witness is not aware of any law which would enable a landlord to claim a steam-engine, 136.

The law with respect to unexhausted improvements by manure or husbandry is, that the tenant is entitled to no remuneration whatever, either by landlord or incoming tenant, except by the custom of the country, 141——In different counties various customs prevail as to the remuneration which the outgoing tenant is entitled to claim for the acts of husbandry he may have performed, 142, 143——These customs are binding in law, but very difficult to settle when it comes to the point of ascertaining what the custom is, 144——A tenant for life or a person having a limited interest, except to the extent of the estate, can enter into no contract whatever with any tenant independent of settlement, 145——By law no man can bind his estate beyond his interest in it, therefore no arrangements for improvement are good contracts when the interest ceases, 146–148——These opinions do not extend to right of cropping in outgoing tenants, 150, 151.

Evidence as to whether or not the general rule of emblements have been varied by special custom, giving a more extensive right to outgoing tenants in some counties, 153——Difficulties of making any legislative enactments on the subject of improvements; the right of the tenant to improvement should be admitted, but there is very great difficulty in arranging how that right is to be enforced, 161——At present no tenant could recover if a person in possession in fee-simple sold a property having an engagement to be responsible for improvements from the purchaser, 163——Even in case it were the custom to pay for marling, or any other improvement, the tenant could only recover from purchaser by custom, not by law, 165——In case a farm belonging to a tenant at will was vacated, and no incoming tenant was found, and the land was not occupied by the landlord, by the existing law the outgoing tenant would have no remedy at all, 171, 172.

If an insolvent landlord sold an estate, although there was an agreement between the tenant and owner, the tenant would have no remedy whatever, 173——The contract would be a personal contract, and would not pass with the land, 174, 175——In the case of an agricultural tenant, he is obliged to have his buildings, gates, drains, &c., in a reasonable state of repair, 178——If no contract existed he would be responsible to the landlord according to the custom of the country, 180–182——The landlord's remedy would be by action; it becomes a question of evidence, 183–186——If legislation is attempted on the subject of permanent improvements it should be accompanied by remedies in favour of the landlord as well as in favour of the tenant, 191——Duration of custom necessary to guide law, 196——Twenty years is necessary to prove a custom, 197——The law in respect to custom is in a very unsatisfactory state, 199——But with that full knowledge of the inconvenient state of the law, witness cannot recommend legislation without

Stewart, James. (Analysis of his Evidence)—*continued.*
without further evidence, 200——Could advise of no improvement in the law at present except as to buildings and machinery, 204——Drainage might be legislated upon in future; at present there is not sufficient evidence upon the subject, 205——If any alteration of the law is expedient it is as to drainage, 206——But witness recommends no legislation on the subject at present, 208.

Stock. See *Beasts.* *Oil Cake.*

Stokes, Charles. (Analysis of his Evidence.)—Occupier of land to the extent of 420 acres, in South Nottinghamshire, within twelve miles of Derby, 682-684——The districts witness is chiefly acquainted with are South Nottinghamshire, North Leicestershire, and South Derbyshire, 685——Is in the habit of valuing between outgoing and incoming tenants, 686, 687——The question of compensation between incoming and outgoing tenants has been discussed in the Loughborough Farmers' Club, and they have arrived at the conclusion of the necessity for an allowance being made to the outgoing tenant, 687, 688——Evidence to show that in the district with which witness is acquainted there is not much custom of compensation, and where there is custom it varies very much, 689. 700. 709-712——How far witness would wish for the interference of the Legislature in respect of the rights of tenants, 701-708. 713.

In witness's neighbourhood compensation is not generally awarded for artificial manures, 718-720——Compensation for the use of oil-cake is not an established rule; it is sometimes made; it would be desirable if it were general, 721-725——The landlords have not drained the lands, and the tenants, under their present tenures, have not been encouraged to do so, 726-729——The agreements are generally for holdings from year to year, there are no leases in witness's neighbourhood, 730, 731——There is a general declaration in these agreements relative to the allowances to tenants on quitting, according to the custom of the country, 732-739.

Witness's desire for an alteration of the law arises from his anxiety to see agriculture improved, 740. 756-758——If the existing agreements were more enlarged and specific, so as to include compensation for draining and other improvements which are required for the land, such improvements would take place under those agreements, 740-754——Resolutions come to by the Loughborough Farmers' Club as to the portion of the improvements that ought to be paid to the tenant as a general rule, 759-767——Mode in which witness ascertains the various customs which exist in the districts where he goes to value, 772, 773.

Items which, in witness's opinion, a tenant ought to be entitled to receive payment for on quitting his farm, 774-789——Practice with regard to buildings in witness's district, 790——The landlord finds the materials, and the tenant does the workmanship; no allowance is made to the tenant for buildings on quitting, 790-798——As regards threshing-machines, where the machine belongs to the tenant he might remove it, 795——Five years' value should be allowed for lime, 799-807——Six years should be allowed for drainage, for shallow draining, from two to three feet, 808-810——As regards oil-cake, witness would give one-half the last year's bill, 811, 812——Custom of the district with respect to the growing crops, 813-821——There is nothing to prevent parties securing to themselves, by private agreement, the advantages of the five years for lime, 822-827.

The general feeling in the part of the country with which witness is acquainted is unfavourable to leases; reasons for this; they would prefer the tenant-right to the lease, 828-841——Some of the small farmers are short of capital; an extensive tenant-right would require more capital, and would consequently tend to shut out men of small means, 842-849——One of the greatest possible advantages to agriculture would be for farmers to take farms more within their means than they do at present, and farm a smaller quantity of land, and farm it higher, 850——How far parties might be disposed to advance capital to small farmers on this claim of tenant-right, 851. 860, 861——It would be imprudent on the part of landlords to grant leases to tenants with deficient capital, 853, 854——A good system of compensation by tenant-right would tend much to increase the produce of the land, 855-859.

Suffolk. There is no tenant-right in witness's neighbourhood, beyond that recognised by the custom of the country, and by the leases generally granted, *Cooper* 1564——This custom is merely for acts of husbandry, hays, manures, and things of that description, and for manures, *ib.* 1565——The custom between the outgoing and incoming tenant in Suffolk is, for the outgoing tenant to be paid for the rent and parish expenses on the fallows, together with all the tillages put in, that is, ploughing, harrowing, &c., *ib.* 1566-1568——General custom in Suffolk between outgoing and incoming tenants; acts of husbandry, and crops, &c., which are paid for; ordinary periods of taking and quitting; the amount to be paid is settled by valuation; the principle as well as the amount is left to the arbitrator, *Kersey* 3205-3265.

See also *Artificial Manures.* *Buildings,* II. 18. *Chalking.* *Compensation for Improvements.* *Cultivation.* *Drainage.* *Landlords.* *Valuations.* *Yearly Tenancies.*

Surrey. Custom between the outgoing and incoming tenants in Surrey; Surrey is the most expensive county in England, *Houghton* 4393. 4405–4416. 4565——Evidence as to the mischievous tendency of the customs of Surrey, *Clutton* 7901–7923.
See also *Buildings,* II. 19. *Compensation for Improvements,* II. *Oil-cake. Tenant-right. Valuations.*

Sussex. See *Buildings,* II. 20. *Entry upon Farms. Legislative Interference. Valuations.*

Swinnerton, Thomas. (Analysis of his Evidence.)—Farmer, resident at Caldicot, in Warwickshire, holding about 480 acres, 5598, 5599——The time of entry upon farms in Warwickshire is generally Lady-day, the out-going tenant taking the following crop of wheat, unless an arrangement is made for payment, 5600-5604——Under the present custom, the out-going tenant cannot claim for cake, 5605, 5606——Bones are not much used on the sandy lands, 5607——Some little alterations have been made, so that there shall be compensation for the bones for a series of years afterwards, 5607–5609, 5610——In witness's neighbourhood leases are very rare, 5608-5691——The only compensation paid by the incoming tenant for the improvement of the land, is for draining; nature of this compensation, 5611–5620. 5622, 5623.
Marling is not now much practised in Warwickshire; it has been overdone, 5624–5628. 5677, 5678——Farm buildings are now being much improved in Warwickshire, 5629, 5630——It would be very desirable to admit the principle of compensation to the outgoing tenants for reasonable improvements, 5631——It would tend to improve the cultivation of the land very much, *ib.*——The want of security for the outlay of capital, is a discouragement to increased cultivation in Warwickshire, 5631–5639. 5652–5658——This applies more particularly as regards farm buildings, 5640.
Compensation should be allowed to the outgoing tenant who has erected buildings, or he should be allowed to take them away, 5640–5651——Dilapidations should be set off against improvements, 5659-5665——The test and basis of the calculation of compensation ought to be, that the tenant should be paid a fair trading interest for the capital laid out, and a sinking fund to get his capital back again, 5666, 5667——There is nothing to prevent a landlord having the fee-simple interest in land, giving the proper security to the tenant, if both parties agree, 5668–5673——It is absolutely necessary that tenant-right should be given by legislative interference; how far voluntary tenant-right is creeping into Warwickshire, 5679–5690.

T.

Tenant Right. Examination upon the doubtful points in law as to tenants' rights, which appear to be based on no principle of law, *Stewart* 17–37——The abeyance of the law on these points arises from all those matters being regulated rather by practice than by law, *ib.* 39——Which custom is recognised in the courts of law, *ib.* 40.
In the best farmed districts in the counties with which witness is acquainted, an extended or liberal right has increased with improved farming, *Wilmot* 1127–1130——In the northern parts of Nottinghamshire, on the boundary of Yorkshire, there have been very extended tenant-rights; great difficulties have arisen in making fair estimates of these rights, *ib.* 1133, 1134. 1140–1144——The only practical mode by which these difficulties could be overcome would be by agreements, and getting fit men as valuers, *ib.* 1135-1144——An extended tenant-right for all main improvements would promote superior agriculture; class of claims which witness would recommend to be established, *ib.* 1145, 1146. 1156–1164.
The tenant-right ought to exist whether a tenant gives up a farm by his own will or by the will of the landlord, whether by notice from himself or by notice from his landlord, *Harvey* 1404–1418——What is required is to create the property to make a tenant-right, that the tenant should have that property; and it should be left to the valuer to say what the property is, *ib.* 1423–1437——No advantage would be derived from an accordance by the landlords to the tenant of a tenant-right for improvement, *Jonas* 1665, 1666——Witness would rather pay the outgoing tenant for the benefit of the artificial manure he had put in the soil, than have to bring it into condition himself, *ib.* 1666–1669——As to the objection raised upon the ground of tenant-right being a great interference with the rights of private property, it becomes a question as to the right of property on both sides, *Bennett* 1911——Decided benefit would arise to English farming generally, from the addition of tenant-right compensation, *ib.* 1912–1918.
Case in point showing the necessity for some protection to the tenant in the shape of a tenant-right, *Hutley* 2240. 2257–2261——The tenant-right should be ascertained according to the benefit to the incoming tenant, *Shaw* 3466-3473——Definition of tenant-right as witness understands it, *Woodward* 6360-6363——Instance in which the tenant-right principle has been established in witness's neighbourhood with a successful result, *Darby* 6585, 6586——Tenant-right in some shape or other is absolutely necessary, *Pinches* 6719——Tenant-right witness would wish to see enacted by law, *ib.* 6792–6801——The tenant-right as it at present exists in Lincolnshire is satisfactory; still improvements are made in it repeatedly, *Neville* 7277, 7278.
Persons at present incapacitated by laws from giving tenant-right, should be allowed to do so, *German* 7802——There is a tenant-right existing to a very great extent in Surrey,

Tenant Right—continued.

Surrey, *Clutton* 7843——It has not insured good cultivation and management of the land, nor has it ever promoted it, *ib.* 7844, 7845——It has led to a considerable extent to attempted imposition between the incoming and outgoing tenants, *ib.* 7846——It promotes a system of fraud and falsehood among farmers, which extends even to the labourers, *ib.* 7847. 7855-7861——The tenants have a feeling existing among them that they have been imposed upon, *ib.* 7848, 7849. 7855-7861.

See also *Agreements. Agriculture. Arbitration. Arbitration,* Court of. *Buildings. Capital. Compensation for Improvements. Drainage. Emblements. Employment of Labourers. Farming. Fee-Simple Landlords. Improvements. Landlords. Leases. Legislative Interference. Middlesex. Occupiers. Recovery of Compensation. Rents.*

Tenant Right Bill. The Bill of last year would have secured the mode of recovery for improvements witness thinks necessary, *Beasley* 669-673——Witness's objection to Mr. Pusey's Bill is that it is not compulsory, *Rowley* 6881-6889——Objections to an agricultural Tenant Right Bill, *Neville* 7303-7305——Witness objects to the principle of the Bill before Parliament, inasmuch as it interferes with the free agency of the landlord and tenant, *ib.* 7306 *et seq.*

What witness would suggest in the case of the outgoing tenant would be, that he should be secured upon the principle of the late Tenant Right Bill before its modification last year, *Hughes* 4664-4726——Witness does not consider the present Bill at all equal to the circumstances; it does not go far enough, *ib.*——Witness's principal objection to the Bill before Parliament is, the temporary improvement of the land by the purchase of artificial manures, and the purchase of food for cattle, *Clutton* 7923.

Tenants. See *Agreements. Bone Manure. Buildings. Capital. Drainage. Farming. Fixtures. Improvements. Incoming Tenants. Insolvency of Tenants. Landlords. Leases. Legislative Interference. Notices to Quit. Produce. Rents. Steam Engines. Tenant Right. Threshing Machines. Trading Tenants. Unexhausted Improvements. Valuations.*

Tenants for Life. Opinion of the Committee that it is very desirable that estates under settlement should be endowed with every practicable privilege for their advantage which is attached to absolute property, *Rep.* iv——A tenant for life, or a person having a limited interest, except to the extent of the estate, can enter into no contract whatever with any tenant independent of settlement, *Stewart* 145——By law no man can bind his estate beyond his interest in it, therefore no arrangements for improvements are good contracts when the interest ceases, *ib.* 146-148——These opinions do not extend to the right of cropping in outgoing tenants, *ib.* 149-151.

Difficulties in the way of landlords having only a life interest granting agreements for compensation; how far, in cases of counties such as Lincolnshire, the landlords, by the custom of the country, can do this, *Wren-Hoskyns* 869-892——There is nothing to prevent a tenant, holding under a landlord, having a limited interest, securing the advantages he ought to have by agreement with his landlord, *ib.* 957-959. 966-970——It would be of considerable advantage to give the owners of settled estates power to make agreements to give security to the tenant for the outlay of his capital. *Beman* 4258-4260——Giving those landlords who are only tenants for life the power of granting compensation, so as to bind their successors, would be beneficial, *Woodward* 6478-6480.

See also *Entail,* Law of. *Limited Interests in Land.*

Tenure of Land. The tenure of land in Cambridgeshire is both by lease and yearly tenure, *Jonas* 1661——Mode of tenure witness considers most conducive to good farming, *German* 7790.

Threshing Machines. There are no legal decisions as to whether a threshing machine is or is not a fixture, *Stewart* 129-135——In Lincolnshire, on quitting a farm, the building of a threshing machine would belong to the landlord, the machine to the tenant, *Hesseltine* 396——In South Nottinghamshire, as regards threshing machines, where the machine belongs to the tenant, he can remove it on quitting, *Stokes* 795——In Essex, threshing machines, if not attached to the premises, belong to the tenant; if fixed, to the landlord, *Hutley* 2166-2176——In Lancashire and Cheshire, if a tenant puts up a threshing machine, he is allowed to remove it, *White* 3047-3054——In Northumberland, when threshing machines are put up by the tenants, they are allowed to remove them, *Ramsay* 3589-3597.——*See* also *Machinery.*

Tiles. See *Drainage.*

Tollemache, Mr. See *Artificial Manures.*

Trade Buildings. See *Buildings,* I.

Trading Fixtures. See *Engines. Fixtures.*

Trading Tenants. Exceptions under which tenants of houses and trading tenants are more protected than agricultural tenants, *Stewart* 6, 7——Tenants ought to have their farming fixtures just as much as trading tenants their trading fixtures, *German* 7803.

Trethewy, Henry. (Analysis of his Evidence.)—Agent to Lord de Grey on his property in Bedfordshire, 6511——His Lordship has adopted the principle of tenant-right compensation to his tenants, 6512——Compensation is granted for unexhausted improvements, and it is divided into three heads; that is, for drainage, and for improvements of that description, and for other of a more lasting character, and for permanent improvements, such as buildings, 6513——Particulars of these different heads of compensation, 6514——This principle has only been recently introduced, and has been very satisfactory to the tenants; they have already begun to act upon it, and are improving the property, 6515–6518.

Reasons why witness considers it is to the advantage of the landlord to grant these improvements, 6521–6533——Witness considers there is a great prospect of Lord de Grey's example being followed, 6534–6537——His Lordship provides all the buildings, 6538——As regards drainage, the system that witness recommends is, that the landlord should undertake the whole expense; period within which the expense may be reckoned to be returned, 6539–6544——No custom existed in the neighbourhood previously to the adoption of this system by Lord de Grey, for compensation, 6545–6552——Witness's feeling is in favour of this principle being carried out by legislative enactment; still the same details would not suit every estate, 6552*–6566.

Turner, George. (Analysis of his Evidence.)—Occupier and also owner of land, residing at Barton, near Exeter; is also a member of the Agricultural Society of England, 4966–4968——Usual customs between the outgoing and incoming tenants in the county of Devon, 4969–4976. 5037–5041——The tenure of land in witness's part of Devonshire is not such as to encourage the improvement of its cultivation, 4977——If proper encouragement were given, and a better mode of tenure existed, or some legislative enactment were passed, the land in the county of Devon might be vastly improved; defects in the tenure of land pointed out, 4977–4994. 4997–5018. 5020–5036——Anything which would give increased employment to the labourers in Devonshire would be very desirable, 4995, 4996.

What witness would wish to see would be a system established by which, after due notice to the landlord of the outlay of capital, the tenant should have the power to regain so much of that capital as is unexhausted in improvements, 5019. 5059–5073——The course of farming in Devonshire varies very much, 5042–5044——There is scarcely any agricultural system in Devonshire, 5045–5051——There is no custom as to machinery nor as to threshing machines, 5052, 5053——The cider presses are sometimes the property of the tenant, and in that case he has the power of removing them, 5054–5058.

U.

Umpires. See *Arbitration.*

Underwood. Value of the underwood in the Weald of Kent, especially in the hop districts; the amount paid for this by the incoming tenant goes to the outgoing tenant, *Hatch* 3968–3977.

Unexhausted Improvements. The law with respect to unexhausted improvements by manure or husbandry is that the tenant is entitled to no remuneration whatever either from landlord or incoming tenant, except by the custom of the country, *Stewart* 141——In different counties various customs prevail as to the remuneration which the outgoing tenant is entitled to claim for the acts of husbandry he may have performed, *ib.* 142, 143——These customs are binding in law, but very difficult to settle when it comes to the point of ascertaining what the custom is, *ib.* 144——Any legislative enactment that may be passed should provide a general compensation to the outgoing tenant for unexhausted improvements, *Bennett* 1970–1972.

See also *Compensation for Improvements.* *Landlords.*

V.

Valuations:

Generally.—The amount of compensation is found by valuers, who ascertain the cost of the several improvements, and then calculate the period within which each kind of improvement is supposed to repay itself, *Rep.* iv——The condition of the farm ought to be made an element of the valuation, *Wilmot* 1188–1211——There is no difficulty in the way of getting an opinion as to the real value of the improvements made by the tenant, *Harvey* 1440–1442——The extent to which witness would carry compensation would be

solely

Valuations—continued.

solely as to the value of the improvement, without regard to the cost, *Harvey* 1447–1459. 1505–1533——The principle upon which the valuation should be made, as to whether it should be according to the capital laid out, or according to the benefit of the incoming tenant, must be left to the discretion of the arbitrator, *Page* 2666–2676. 2707–2709.

In the valuation that would take place at the end of the tenancy, such valuation should be based upon the outlay of the outgoing tenant, leaving the incoming tenant and the landlord to make such arrangements as they pleased on the coming in; remedy which the outgoing tenant would have against the landlord, *Ramsay* 3710–3740——Way in which security for compensation for improvements should be given; principle upon which the valuation should be made, *Beman* 4188–4194——Principle upon which the valuation should be made, *Houghton* 4496-4504——In order to form a law on the subject of compensation, in would be necessary to have some stricter system of valuation than prevails at present, *Gibbons* 6976–6982——Mode in which witness proposes that the valuation between landlord and tenant for compensation should be carried out, *German* 7831–7838.

Derbyshire.—The outgoing tenant does not have the away-going crop, *Rowley* 6830——The payments made by the incoming tenant to his predecessor are generally regulated by the restrictions and covenants under which the generallity of tenant-farmers hire; it is seldom my custom, *ib.* 6831, 6832.

Cambridgeshire.—Valuation in Cambridgeshire between the incoming and the outgoing tenant, *Jones* 1862–1866.

Herefordshire.—The outgoing tenant receives nothing whatever from the incoming tenant; there are no acts of husbandry to be paid for, *Higgins* 5827, 5828——Witness would rather pay a fair sum out of hand to have a good farm in good condition than a starved farm, *ib.* 5845–5863.

Isle of Wight.—There have been no payments made by the incoming to the outgoing tenants, *Gibbons* 6895.

Kent.—Payments generally made by the incoming tenants, *Hatch* 3950——The outgoing tenant is paid for all tillages of every description, *ib.*——He is paid for hay and straw at a feed price, which is a different from a sale price; and he is paid for underwood, *ib.*——These payments are by the custom of the country, *ib.* 3951——There is no difficulty in the Weald of Kent in making the valuation for improvements, *ib.* 3964——Average income per acre in a farm in the Weald of Kent, where no hops are grown and where there is no underwood; average valuation per acre to the incoming tenant, *ib.* 4013. 4026.

Leicestershire.—In Leicestershire, there is no allowance according to the custom of the country, except for the simple seed and labour, *Kilby* 3805–3816.

Lincolnshire.—The sum paid by the incoming to the outgoing tenant must be looked upon as a part of the capital to take the farm with, *Brown* 7224——And does not interfere with the future arrangement of the farm, *ib.* 7225——The mode of valuation is precisely the same as that in the new Bill, *Loft* 7732——The incoming tenant appoints one valuer and the outgoing tenant another, and the two appoint an umpire; there is no appeal from their decision, *ib.* 7732–7740——The mode of appointment is not good, nor the mode of settling the valuations, *ib.* 7736–7740. 7778–7781.

Nottinghamshire.—The payments upon entry upon the custom are much heavier at Wyston than in Lincolnshire, *Neville* 7249–7251.

Oxfordshire.—The incoming tenant pays the outgoing tenant for the ploughings upon the turnip land and generally takes a portion of the hay, *Carpenter* 5768–5772——It is a great injury to the cultivation of the soil for gentlemen to employ people to value land that take a per-centage upon the rent, *ib.* 5812–5816.

Somersetshire.—Witness is a valuer for tenant farmers when about to take farms, *Mogg* 6109——As regards the Michaelmas entry, there is no rule or system for any compensation whatever between the outgoing and incoming tenant; the incoming tenant has no right of entry for cultivation before Michaelmas any more than may be agreed upon between the incoming and the outgoing tenant, *ib.* 6111, 6112.

Suffolk.——Evidence as to the mode in which the valuations for improvements are carried out on Mr. Tollemache's estates in Suffolk, *Kersey* 3315–3326——On farms of about one hundred and fifty acres the gross amount of valuation between the outgoing and incoming tenant has usually been between 40 *s.* and 50 *s.* an acre, *ib.* 3327–3343.

Surrey.—The system of high valuations as carried out in Surrey has led to great evils, inasmuch as in many instances the allowances have been so onerous on the incoming tenant that they have been found practically to limit the choice of tenants, *Clutton* 7862–7879——This has induced the landlords to buy them up and discharge their estates, *ib.* 7868–7870. 7873–7879.

Sussex.—Payments annually made by incoming tenants to outgoing tenants, *Boniface* 7015–7037.

See also *Arbitration. Compensation for Improvements. Tenant Right. Valuers.*

Valuers. Suggestions relative to the appointment of valuers, *White* 3012, 3013.

See also *Arbitration.* *Compensation for Improvements*, I. *Tenant Right.* *Valuations.*

W.

Warwickshire:

See Bone Manure. *Buildings*, II. 21. *Compensation for Improvements.* II. *Drainage.* *Entry upon Farms.* *Leases.* *Legislative Interference.* *Oil-Cake.*

Waterson, Harding James. (Analysis of his Evidence).—Practical farmer, residing near Dorchester, in Dorsetshire; occupying near 1,100 acres; nature of the land and soil, 5692–5697——Is secretary to the Dorsetshire Protection Society, 5694——The time of entry upon farms in Dorsetshire varies, but it is generally Lady-day, 5698——The following wheat or barley crop is generally taken by the outgoing tenant, unless by some special agreement, 5699——The manure belongs to the incoming tenant, whether made from oil-cake or mere straw and water, 5700, 5701——There is no compensation for improvements to the outgoing tenants, in Dorsetshire, nor for the purchase of artificial manure, 5702, 5703——It would be very desirable to give farmers protection for the outlay of their capital, 5704–5721.

Much benefit would be done to the land in Dorsetshire by chalking, which the tenants would carry out if compensation were allowed, 5704–5721. 5727–5736——Draining would be very beneficial in the Vale of Blackmore, 5722–5724——As regards buildings, where the tenant is obliged to put up buildings at his own cost, he certainly ought, on leaving, to be remunerated, or have liberty to remove them, 5725, 5726——Difficulties in the way of carrying out any system of compensation for improvements, by private agreements, therefore witness would rather see it done by legislative enactment, 5737–5756——Paper delivered in, containing a calculation for the remuneration for chalking, marling, and other manures, 5759–5766.

White, Henry. (Analysis of his Evidence.)—Land surveyor at Warrington, in Lancashire; secretary to the Manchester and Liverpool Agricultural Society; had at one time, for about thirteen years, the management of considerable property in Cheshire, and has now the agency of a small estate, 2899–2903——In these different capacities witness has become practically acquainted with the farming in South Lancashire and Cheshire, 2904——Statement of the customs between the outgoing and incoming tenants in Lancashire; they are very limited indeed, 2905——The holdings may be considered as Lady-day holdings; the rent is payable at Lady-day, 2906–2908——The dung belongs to the landlord, 2909, 2910.

The incoming tenant makes no payment whatever for the manure he finds upon the premises, 2910, 2911——No compensation to the outgoing tenant for any kind of improvement can be demanded by the custom or legally, but it is sometimes given by the landlords, 2912–2916——There is much room for improvement by draining in Lancashire, 2917–2932——The application of bone manure is practised to a very limited extent on the grass land of Lancashire, but in the growth of turnips it is beginning to be more generally used, 2933——The customs between outgoing and incoming tenants in Cheshire are similar to those in Lancashire, 2934, 2935.

Extent to which drainage has been carried in Cheshire; benefit which has been derived from draining the grass lands, 2936–2944——There is a peculiar mode of improving the grass land in Cheshire by bones, that is almost confined to that county, 2945——The application of bone-dust to the cold clay land of Cheshire has, perhaps, made the greatest improvement that ever was made in that county, 2945——Process of these improvements by the use of bones on pasture lands, 2946–2950.

Process carried on in Cheshire of applying marl to the light soils; it is supposed to last from seven to ten years, 2955–2957——The recognition of tenant-right for improvements would, both in Lancashire and Cheshire, tend greatly to the improvement of farming, 2965-2967——There would be no difficulty in making an arrangement for compensation when the tenant quits the farm, nor would any bad feeling or litigation be likely to arise between the landlord and the tenant, 2968, 2969——The lands in Cheshire are held ordinarily from year to year; improvements have taken place under these yearly agreements, 2978, 2979. 2983–2987——The operation of boneing has been very general in Cheshire, 2980——In some cases the landlord has done it, and charged the tenant seven to 7½ per cent. for the outlay of the money, 2981——In many other cases the tenants have found the bone manure themselves, 2981, 2982.

Lord Derby's estate was drained at the expense of the landlord; he charges five per cent. for the outlay, 2984, 2985——The tenure of land in Lancashire is generally from year to year, 2986, 2987——There would be no difficulty in the way of a tenant, by agreement, securing himself in respect of any outlay he wishes to make if the landlord were willing to grant it, 2988——It witness's opinion legislation is necessary, but ought

White, Henry. (Analysis of his Evidence)—*continued.*

ought to be prospective; the law ought not to interfere with existing leases, 2989-2994——The law ought to lay down the general principle of compensation, and landlords and tenants ought not to be allowed to depart from this principle even by agreement, 2995-3000.

There is no established custom as to buildings, either in Lancashire or Cheshire, 3001-3005——The landlord generally puts them into repair when the tenant goes to the place, and he expects the tenant to keep them in repair upon being found materials in the rough, 3001——Any general principle established by law to give compensation to the tenants, ought to extend to dilapidations and breach of covenants, as a set-off against that, 3006-3008——The principle of compensation should be the advantage derived by the incoming tenant from the capital laid out, 3009-3011.

Suggestions relative to the appointment of the valuers, 3012, 3013——The outgoing tenant should have his security in the landlord, but no doubt he would generally get the money from the incoming tenant, 3014-3028——Compensation should extend to oil-cake or other food bought and consumed upon the land, but this is not practised to any great extent in witness's district, 3029-3046. 3055-3060——If a tenant puts up a threshing machine, he is allowed to remove it, 3047-3054——Further evidence as to the use of bones in Cheshire, and as to the time which should be allowed for them, 3061-3089. 3095-3113. 3117-3128——Guano has only been applied to a limited extent on grass land; the effect has been beneficial, but it does not last more than one or two years, 3114-3116.

Wilmot, Edward Woollett. (Analysis of his Evidence.)—Resides at Etwall in Derbyshire; occupies about 100 acres of land, 1009-1011——Has the charge of large properties in Nottinghamshire, Derbyshire, Leicestershire, Lancashire, and Cheshire, 1012, 1013——Is well acquainted with the law and custom as between outgoing and incoming tenants in Nottinghamshire, 1014, 1015——Statement as to the tenant-right for improvements payable to outgoing tenants in Nottinghamshire, 1016——Nature of the two soils of Nottinghamshire, into which it may be classed, 1017-1019——Great improvements have been made in the western side of Nottinghamshire within witness's recollection, 1020——A great part of it was covered with gorse and ling, and produced nothing, 1021——The improvements have been effected by the use of bones and other artificial manures, 1022——The compensation to the outgoing tenant for these manures is generally one-third, 1023, 1024——Compensation for oil-cake, 1025——Allowance for rape-cake, 1026-1032.

The produce of the western part of the county has been doubled and trebled, and in some instances quadrupled, 1033, 1034——Allowance which has been made for drainage where such has been made; it is seven years, deducting a seventh each year, for shallow draining, and ten years for deep draining, 1035-1039. 1059-1064——In some instances the tiles are given, but they are generally put in under the superintendence of the landlord, 1040——With regard to the general compensation to outgoing tenants for acts of husbandry, there is no particular prevailing custom in Nottinghamshire, 1041——In the eastern parts of Nottinghamshire it would be a very great advantage if the tenants enjoyed the right of claiming compensation for drainage; they would frequently take advantage of it where they do not now, 1042-1052——Evidence as to the ordinary payments between outgoing and incoming tenants, 1053-1058.

As regards buildings in Nottinghamshire, in some instances materials are given, in others the landlords make the buildings, and in others nothing is found, 1065-1072——Case in which witness, on a farm he held on the borders of Leicestershire and Rutland, broke up the soil from pasture to tillage, drained it, manured it, and erected buildings, and on giving up the land shortly afterwards he did not receive a sixpence of compensation, 1104-1122——In the best farm districts in the counties with which witness is acquainted, an extended or liberal tenant-right has increased with improved farming, 1127-1130——Difficulty of making a tenant-right to suit all lands; one great difficulty is in the valuer, 1131, 1132——In the northern part of Nottinghamshire, on the boundary of Yorkshire, there have been very extended tenant-rights; great difficulties have arisen in making fair estimates of these rights, 1133, 1134. 1140-1144——The only practical mode by which these difficulties could be overcome would be by agreements, and getting fit men as valuers, 1135-1144——An extended tenant-right for all main improvements would promote superior agriculture; class of claims which witness would recommend to be established, 1145, 1146. 1156-1164——Nature of the agreements in Nottinghamshire; they are sometimes written and sometimes verbal, 1147-1155.

There is scarcely any tenant-right in Derbyshire, 1165-1168——Leases are seldom granted, 1170——The drainage is sometimes performed by the landlord, and sometimes by the landlord and tenant jointly, 1171——Where the landlord does it he charges a percentage, 1171-1173——Witness is not aware that in Lincolnshire drainage could be insisted upon, except on certain estates; how far, where there is drainage, it is five or seven years that is allowed, 1178-1181.

There is no difficulty in securing the tenant-right in cases where the landlord has only the fee simple, provided the landlord and tenant can agree, 1182. 1186, 1187. 1276-1279 ——How

Wilmot, Edward Woollet. (Analysis of his Evidence)—*continued.*

——How far there would be any advantage to the tenant to have his rights by legislative enactment, rather than by agreement; difficulty of making a legislative enactment to suit all counties, 1183–1187——The condition of the farm ought to be made an element of the valuation, 1188–1211——The tenants in Nottinghamshire are, generally speaking, men of limited capital, 1212–1214——If there were an extended tenant-right there would, of course, be greater difficulty in the way of their coming in, 1215——There is no reason to suppose that an extended tenant-right would make any difference as regards the landlords laying out their own money on the land, 1216–1228——Bad farming of the land in Derbyshire, from the want of a tenant-right, 1229–1234.

Further evidence as to the difficulty of legislating on the subject; it is best for the tenants to look after their own interests, and settle these matters by agreement; some enactment might perhaps be made as regards buildings, 1235–1251. 1262–1275——Very few landlords would refuse to insert clauses in their agreements giving compensation for buildings and fencing, 1252, 1253——Generally speaking, the landlords in Nottinghamshire have not sufficient capital to drain the lands effectually, or to put up first-rate buildings, 1280–1294——The tenants also do not possess the means, 1285–1294——If it were known that a man would have security for his money, men of capital would embark in the land; this would put men of small capital out of the land, which would be a benefit to them, and a great benefit to the country, 1286–1294——In some cases landlords make demands for dilapidations, 1295–1310.

Wilts. There is a very small proportion of arable land in witness's neighbourhood, near Devizes; it is generally grazing land and dairy land, *Blandford* 5489——The outgoing tenant gets nothing on his pasture land, and gets no return for the outlay of capital upon it, *ib.*

See also *Artificial Manures. Compensation for Improvements. Cropping. Drainage. Entry upon Farms. Leases. Manures.*

Woodward, Francis. (Analysis of his Evidence.)—Farmer, at Little Comberton, in Worcestershire; farms to the extent of about 1,100 acres, 6324, 6325——The farm has been much improved since witness entered upon it; he has expended a considerable sum of money upon it, 6326——It has been thoroughly and very superiorly drained, 6327——The effect of the improvements has been very satisfactory, 6328——They have raised the produce of wheat and improved the farm from twenty-four bushels an acre to forty-eight, 6328——They have also enabled a larger quantity of stock to be kept on the farm, 6329, 6330——There is no usual time in Worcestershire for the incoming tenant to enter upon the farm, though the general time is Michaelmas, 6332——No compensation is made to the outgoing tenant for improvements he has made, not even for artificial manures, such as oil-cake used for cattle, nor anything of the sort, 6333, 6334, 6469.

There has been a great deal of land in Worcestershire drained lately, but a great portion is undrained, 6336——The average produce of Worcestershire is about twenty-four bushels per acre, 6337——It would be very possible to increase it at least ten bushels per acre, by draining and a good system of tenant-right, if the tenants were compensated for the outlay of their capital, 6339——Description of the process of soil-burning; it is a durable improvement, and one for which the tenant ought to receive compensation, 6340–6342——The farm buildings in Worcestershire are very bad upon the whole, 6343——They are so bad as to be an impediment to the farmers adopting the best course of husbandry, 6344——In many instances the landlords are so poor that they cannot afford, or will not put up, the buildings, *ib.*——The tenants would do it if they were allowed for it on quitting the farm, 6345, 6346.

If the Worcestershire farmers had tenant-right they would increase the employment of their labourers to a very great extent, 6347–6350——The farmers in Worcestershire would not care about long leases if they had tenant-right, 6351–6353. 6355–6359——Since the repeal of the Corn Laws they have misgivings as to binding themselves by long leases, 6354——Definition of tenant-right, as witness understands it, 6360–6363——Witness has known cases where tenants have asked for stipulations and covenants allowing them to remove buildings or receive compensation, but they have in all instances been refused, 6364–6369——The landlords never allow for buildings, even when put up with their permission, 6370, 6371.

In witness's views of tenant-right he does not wish to interfere with existing leases, 6372–6382. 6462–6468——Period witness would allow for soil burning in any system of compensation under tenant-right, 6383–6389. 6459–6461——Time which should be allowed for ashes, 6390–6396——Generally speaking, a tenant-right would be a better mode of cultivation for the country than the granting of a lease; though witness individually would prefer a twenty-one years' lease, 6407——A system of tenant-right might be pretty beneficially worked out between landlord and tenant by means of arbitration; way in which, according to witness's idea, it might be carried out, 6408–6446.

The tenant-right for unexhausted improvements, carried out in the mode proposed by witness, would be a good thing for the landlord as well as for the tenant, 6447——Still witness does not think that these arrangements could be well made, even if both parties

Report, 1847-48—*continued.*

Woodward, Francis. (Analysis of his Evidence)—*continued.*

were agreeable, by agreement between the parties, 6447-6451——There is no reasonable prospect of these agreements being arrived at without some interposition on the part of the Legislature, 6452-6458——It would be very satisfactory to the tenants generally if they had the same principle applied to buildings for agricultural purposes as is applied to the buildings for the purposes of trade; that they should have the power of removing them if the landlord declines taking them at a valuation, 6474-6477——Giving those landlords who are only tenants for life the power of granting compensation, so as to bind their successors, would be beneficial, 6478-6480——Notice should be given to the landlord of intended improvements, 6481-6484——There could be no other means of deciding the value of improvements, with a view to granting compensation, except by arbitration, 6485-6510.

Worcestershire. Evidence showing that the custom of Worcestershire is very limited, *Woodward* 6469-6473.

See also *Buildings,* II. 22. *Compensation for Improvements,* II. *Drainage. Entry upon Farms. Leases. Yearly Tenancy.*

Wren-Hoskyns, Chandos. (Analysis of his Evidence.)—Barrister, but not practising at present, 862——Has paid a great deal of attention to the state of the law as between outgoing and incoming tenants, 863——Lands are held in England either by lease or agreement for a lease, which would be tantamount to it, or an agreement operating merely as a taking from year to year, in the shape of a running lease, 864, 865——By law any agreement for more than three years must be in writing, 866——Has considered the subject of compensation to tenants for the improvement of the land, 867——Is aware that in some parts of England compensation is awarded to tenants by custom, 868——Difficulties in the way of landlords having only a life interest granting agreements for compensation; how far, in cases of counties, such as Lincolnshire, the landlords by the custom of the country can do this, 869-892.

Way in which, by legislative enactment, the existing relations between incoming and outgoing tenants, as regards agricultural improvements, might be amended, 893 *et seq.*——First, as regards fixtures; alterations of the law which have suggested themselves to witness's mind on this subject, particularly as regards buildings erected by the tenant, 893-913——Difference in the law as regards trade fixtures and agricultural fixtures, 896-899. 914——There is a great distinction between tenure of trade and tenure of land for agricultural purposes, 914——Still witness would not think that this was the principle of distinction that has operated to vary the law with relation to fixtures between them, 914, 915. 949-956——The same rule should exist in both cases, 915, 916.

As regards buildings, a landlord having a limited interest in the land should have power to bind by his assent subsequent interests in the land, 917-922——Way in which legislation might be usefully employed for the purposes of compensating tenants for permanent improvements of the soil, 923-928——Witness's suggestion is, the establishment of a species of court of arbitration, by which the rights of tenants might be ascertained, and the awards or compensations made; way in which this might be carried out, 929-948. 964-987——There is nothing to prevent a tenant, holding under a landlord having a limited interest, securing the advantages he ought to have by agreement with his landlord, 957-959. 966-970——Witness has no wish to see the custom of one district imported into another district, but merely to have the custom as between outgoing and incoming tenant more clearly defined, 988-991——Proposed constitution of the suggested Board of Arbitration, 992-1001——Further evidence as to the power of a tenant in fee-simple to make an agreement for compensation binding on his successor, 1002-1008.

Y.

Yarborough, Lord. Allowances which Lord Yarborough has granted to his tenants in the Isle of Wight, *Gibbons* 6893.

Yearly Tenancies :

Cambridgeshire.—Generally speaking, the lands held on yearly tenure are badly cultivated, *Jonas* 1662.

Cheshire.—The lands in Cheshire are held ordinarily from year to year; improvements take place under these yearly agreements, *White* 2978, 2979. 2983-2987.

Durham.—There are a good many leases, but there is a good deal of land held without lease; the greatest proportion is held on yearly tenure, *Ramsay* 3515.

Hertfordshire.—Yearly tenures are the rule in Hertfordshire; leases are the exception, *Lattimore* 2394.

Yearly Tenancies—continued.

Kent.—Three out of four of the tenures in the Weald are yearly tenures, *Barnes* 6660 ——The custom is not more binding in the case of yearly tenants than in the case of leasehold tenants, *ib.* 6661.

Lancashire.—The tenure of the land in Lancashire is generally from year to year, *White* 2986, 2987.

Leicestershire.—The farms are mostly held at will, *Kilby* 3839.

Lincolnshire.—The land is generally held on yearly tenancy, *Hesseltine* 235——The farms in Lincolnshire are almost entirely held under yearly agreement; leases are not generally desired by the tenantry; there is that good feeling between the landlords and the tenants that they are not often asked for, *Brown* 7160–7162——Compensation clauses are not generally inserted in the yearly agreements; it is generally left to the valuers under the custom of the country, *ib.* 7163, 7164.

Northamptonshire.—The holdings in Northamptonshire are almost universally from year to year; there is scarcely a lease in the county, *Shaw* 3349——Tenant-right is equally applicable to yearly holdings as to leases, *ib.* 3359——Further reasons why witness would prefer holding under a yearly agreement with the tenant-right rather than by lease, *ib.* 3441–3449.

Somersetshire.—The tenancies are generally yearly tenancies, *Darby* 6573——If the tenants had security for being repaid their outlay, with proper interest and profit, a yearly tenure would tend as much to good cultivation as a tenure by lease, *ib.* 6591–6593.

Staffordshire.—Where yearly agreements exist they are more specific than leases; but even the former do not contain terms for compensation for improvements to a sufficient extent, *Chawner* 2356-2367.

Suffolk.—A general system of compensation, with yearly agreements, would work better in improving the condition of the land than the short term of eight years' leases, *Harvey* 1366, 1367——Part of the farms on Mr. Tollemache's estate are held on lease, and part by yearly agreement; they can all have leases if they please, but many prefer holding from year to year, *Kersey* 3134, 3135.

Worcestershire. The holdings are generally yearly, in a few instances there are leases, *Woodward* 6335.

Yorkshire.——The property is chiefly let from year to year, *Page* 2594——The holdings in the North Riding are generally from year to year; witness would prefer a yearly holding, with tenant-right, to a lease, *Outhwaite* 2737, 2738. 2742-2765——Witness holds both his farms upon yearly tenancy; considers that generally farms in the East Riding are let upon terms satisfactory to the tenants, *Legard* 7561, 7562——Description of the mode of occupation, *ib.* 7563.

See also *Agreements*, I. *Leases.* *Legislative Interference.*

Yorkshire. Custom as between outgoing and incoming tenants in the East Riding of Yorkshire, with regard to acts of husbandry, *Page* 2555 *et seq.*——Difference in the custom between the incoming and the outgoing tenants in the North Riding, *Outhwaite* 2723.

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